

SECRETARY OF STATE  
STATE OF MONTANA  
BRAD JOHNSON

PRIORITY



Montana State Capitol  
PO Box 202801  
Helena, MT 59620-2801  
(406)444-3665  
<http://www.sos.mt.gov>

HEGGEN LAW OFFICE PC  
ATTORNEY AT LAW  
818 W CENTRAL AVE STE 3  
MISSOULA MT 59801

RE: R & D RECREATION, LLC  
ARTICLES OF ORGANIZATION  
Filing Date: October 6, 2006  
Filing Number: C-161587 - 711348

October 6, 2006

Dear Mr. Heggen:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Also attached is the certified copy you requested.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

A handwritten signature in cursive script that reads "Brad Johnson".

BRAD JOHNSON  
Secretary of State

406 543 8190

STATE OF MONTANA

**FILED**

OCT 06 2006

**ARTICLES OF ORGANIZATION  
FOR  
R & D RECREATION, LLC**

SECRETARY OF STATE

The undersigned natural person, of legal age, acting as organizer of a domestic limited liability company under the provisions of the Montana Limited Liability Company Act, hereby adopts the following Articles of Organization for such limited liability company.

7/1/08

**ARTICLE I.**

**Name**

The name of this limited liability company shall be:  
**R & D RECREATION, LLC**

**ARTICLE II.**

**Registered Office and Registered Agent**

The initial registered office of limited liability company within the State of Montana shall be at **818 W. Central Ave, Suite 3, Missoula, Montana, 59801**, and the registered agent of the limited liability company residing at such address shall be **Jared S. Heggen**.

**ARTICLE III.**

**Address of Principal Place of Business in Montana**

The address shall be at **818 W. Central Ave, Suite 3, Missoula, Montana, 59801**.

**ARTICLE IV.**

**Latest Date of Dissolution**

The latest date on which the LLC is to dissolve is **10/31/2036**.

**ARTICLE V.**

**Management**

The LLC will be managed by a manager.

**ARTICLE VI.**

**Manager's Name and Address**

The initial manager of the LLC shall be **MONTANA RV REGISTRATION, LLC, 818 W. Central Ave., Ste 3, Missoula, MT 59801**.

**ARTICLE VII.**


**Organizer**

The name and address of the Organizer of the LLC is as follows:

Jared S. Heggen  
818 W. Central Ave, Suite 3  
Missoula, Montana 59801

IN WITNESS WHEREOF, I have hereunto set my hand this Friday, October 06, 2006.

406 543 8190

  
Jared S. Heggen, OrganizerIN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day ofOctober, 2006.  
Jared S. Heggen, Registered Agent

**OPERATING AGREEMENT  
OF  
R & D RECREATION, LLC  
A Montana Limited Liability Company**

**SECTION 1**

**Name, Place of Business, Term, Initial Manager**

**1.1 Name.** The name of the Limited Liability Company (Company) is R & D RECREATION, LLC.

**1.2 Principle Place of Business.** The principle place of business of the Company is 818 W. Central Ave., Suite 3, Missoula, MT 59801.

**1.3 Term.** The Company begins on the date of filing its Articles of Organization with the Secretary of State and continues until dissolved by an act specified in this Agreement or specified by the Company's Articles of Organization.

**1.4 Managers.** The initial Manager of the Company is Montana RV Registration, LLC, a Montana Limited Liability Company residing at 818 W. Central Ave., Suite 3, Missoula, MT 59801.

**1.5 Member.** The Member (Owner) of the limited liability company is Richard J. Umlor & Deborah A. Umlor, 1313 Cresta Loma Dr., Fallbrook, CA 92028.

**SECTION 2**

**Purposes of the Business**

**2.1 General Purpose of the Business.** The Company is primarily involved in the business of investing in real and personal property in Montana and in any other lawful business upon which the Member owning a majority of the company percentages may agree.

**SECTION 3**

**Contributions to Capital and Assumption of Liabilities**

**3.1 Capital and Liabilities.** The initial Member has contributed the property described in Exhibit "A" attached hereto.

**3.2 Limitation on Withdrawal.** Except by unanimous vote of the Members, Members may not withdraw from the Capital Accounts or add to the Capital Accounts.

**3.3 Additional Contributions.** No Member shall be obligated to make any

additional contributions to the Company without the Members' written consent.

**3.4 Capital Accounts.** An individual capital account shall be maintained for each Member in accordance with the requirements of Treasury Regulation § 1.704-1(b)(2)(iv) or any successor regulatory or statutory provision. Furthermore, in maintaining such capital accounts there shall be increases or decreases in each Member's capital account as necessary to reflect a revaluation of Company's assets in accordance with the requirements of Treasury Regulations §§ 1.704-1(b)(2)(ii)(f) and 1.704(b)(2)(iv)(g), or any successor regulatory or statutory provision.

## **SECTION 4**

### **Profits and Losses**

**4.1 Allocation of Net Profits and Losses.** In accordance with generally accepted cash basis accounting principles, the Company's accountant or bookkeeper shall determine net profits or losses of the Company as of the close of each fiscal year and shall allocate the net profits and losses to each Member's capital account in accordance with their company percentages as of the close of each fiscal year.

**4.2 Withdrawal of Income.** Income shall be distributed at least semi-annually; providing, however, the Members may agree to accumulate income for expenses and/or repairs. Any accumulated income shall be treated as an additional capital contribution.

## **SECTION 5**

### **Management**

**5.1 Management.** The management of the limited liability company shall be by one or more Managers selected by majority vote of the Members.

**5.2 Vote Required.** Except as specifically provided otherwise, decisions of the Company may be made by either Manager.

**5.3 Selling Assets.** The Manager shall not sell, transfer, or have control of any assets of the LLC without authorization from the Member.

## **SECTION 6**

### **Dissociation**

**6.1 Events of Dissociation.** A Member ceases to be a Member of the Company upon the happening of one of the events of dissociation set forth in 35-8-803 MCA.

**6.2 Buy Out Provision.** In the event of dissociation of a Member, the remaining Members may buy out the dissociating Member's interest at a value equal to the Member's percent interest in appraised value of the property in the Company, plus any cash or other investments held by the Company. Appraised value shall be set at fair market value based on comparable sales, less 10%. If more than one Member exercises the right to buy out, the buy out will be apportioned among the Member's seeking the buy out. Notice of the election to buy out must be sent by certified mail to the dissociating Member or his or her legal representative, as well as all other Members, and the appraiser shall be selected by unanimous vote of the Members. If they cannot agree, the dissociating Member or his or her representative shall select an appraiser and the purchasing Member shall select an appraiser. The two appraisers shall select a third, independent appraiser. All the appraisers shall be certified and the appraisers shall jointly set the fair market value.

## **SECTION 7**

### **Assignment**

**7.1 General Rules Regarding Assignment.** A Membership interest is not assignable or transferable in whole or in part, voluntarily or involuntarily, except to a spouse or lineal descendant of the Trustors of the Member, subject to the right of the remaining Members to buy out as set forth in paragraph 6.2.

## **SECTION 8**

### **Dissolution**

**8.1 Events of Dissolution.** The Company is dissolved upon the happening of one of the following events:

- (a) At the time or upon the occasion of events specified in the Company's Articles of Organization;
- (b) A dissociation pursuant to paragraph 6.1.;
- (c) All of the Members consent to a dissolution; or
- (d) The entry of a decree of judicial dissolution

**8.2 Articles of Dissolution.** Upon the dissolution and the commencement of winding up of the Company, the Company shall file articles of dissolution with the Secretary of State.

**8.3 Procedure.** After payment of debts and liabilities, the Company's assets shall be sold in a reasonable commercial manner, unless the Members agree otherwise.

**8.4 Procedure Upon Death of Member.** Upon death of Member, this LLC and all assets contained herein, shall immediately proceed to the beneficiary The Umlor Family Trust Dated 10/9/06, as the new and sole owner of this LLC unless otherwise instructed.

**SECTION 9****Members' Powers and Limitations**

**9.1 Bank Accounts.** The Company may maintain a bank account in such bank as it selects with such signatures required as the Members unanimously agree.

**SECTION 10****Miscellaneous**

**10.1 Books and Records.** The Company shall keep at its principal place of business:

- (a) A current list in alphabetical order of the full name and last known business street address of each Member;
- (b) A copy of the Articles of Organization and all certificates of amendment to them, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed;
- (c) Copies of any financial statements of the Company, if any, for the three most recent years; and
- (d) A copy of this Operating Agreement and any amendments thereto.

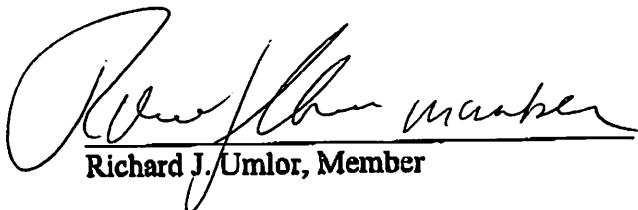
**10.2 Meetings.** The members shall meet at least annually at such times and places as agreed.

**10.3 Amendment.** The Members may amend this Agreement and Exhibit "A" upon execution of a written amendment signed by all of the Members.

**10.4 Fiscal Year.** The Company's fiscal year shall be a calendar year.

**10.5 Governing Law.** This agreement is governed by the laws of the State of Montana.

This Operating Agreement is signed on the 16 day of Oct, 2006.

  
Richard J. Umlor, Member

  
Deborah A. Umlor, Member

**R & D RECREATION, LLC**  
A Montana Limited Liability Company

**EXHIBIT A**

**The following vehicle to be registered in the State of Montana:**

**2007 American Tradition, Class A motor home, VIN # 4VZBR1D997C056085**



**MINUTES OF THE MEETING OF  
R & D RECREATION, LLC**

**A SINGLE MEMBER LLC IN GOOD STANDING IN THE STATE OF  
MONTANA, USA**

The undersigned, the only member of the LLC, does hereby certify:

1. At a meeting of the LLC, duly called and held by teleconference this day, there being present the following, constituting all of the members of the LLC: Richard J. Umlor & Deborah A. Umlor, the said member took the following action, adopting the following resolutions which have not been modified or rescinded:

**RESOLVED** that the member is authorized to purchase the following vehicle(s):  
**2007 American Tradition, Class A motor home, VIN # 4VZBR1D997C056085 for R  
& D RECREATION, LLC.**

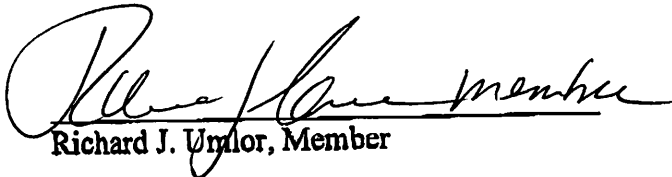
**RESOLVED** that the member of **R & D RECREATION, LLC** appoints **Richard J. Umlor & Deborah A. Umlor**, in his/her capacity as the sole member of the LLC to execute on behalf of the LLC any notes, contracts, or mortgages or such instrument, in such form as the member may deem proper and advisable thereto:

Specifically, a Note and Security Agreement dated 10/16/06 in favor of **Citizens Auto Finance, PO Box 255587, Sacramento, CA 95865** in the amount of 227725.88 and execute all related documents as required by **Citizens Auto Finance, PO Box 255587, Sacramento, CA 95865** thereto.

2. Neither the Certificate of Organization, nor the Operating Agreement contain any special requirements as the number of members required to pass such resolutions.

3. The Certificate of Organization does not require any vote or consent of members to authorize the above.

IN WITNESS WHEREOF, the undersigned has hereto affixed his/her hands this 16  
day of Oct, 2006, by approval of:

  
Richard J. Umlor, Member

  
Deborah A. Umlor, Member

## LETTER OF COMMITMENT

I, **Jared S. Heggen**, take the responsibility of filing the first security interest in favor of **Citizens Auto Finance, PO Box 255587, Sacramento, CA 95865** on the Montana title for a 2007 American Tradition, Class A motor home, VIN # 4VZBR1D997C056085, to be registered in the name of R & D RECREATION, LLC in the state of Montana within 10 business days of the receipt of title documents for the aforementioned vehicle.

  
\_\_\_\_\_  
**Jared S. Heggen**

  
\_\_\_\_\_  
**Date**

813 342 4136