

OPERATING AGREEMENT

710 MANAGEMENT, LLC

THIS OPERATING AGREEMENT (this "Agreement"), effective as of October 4, 2013, is made by Thomas B. Olson (the "Member"), the initial Member of **710 Management, LLC**, a Colorado limited liability company (the "Company").

RECITALS

WHEREAS, the Members desire to enter into this operating agreement to govern the affairs and conduct of the Company pursuant to Section 7-80-102(ii)(b)(2) of the Colorado Limited Liability Company Act, as amended (the "CLLCA").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Members and the Company hereby agree to be governed by the provisions set forth as follows:

ARTICLE 1 **FORMATION OF COMPANY**

1.1 **Formation.** The Members formed the Company under and pursuant to the provisions of the CLLCA on June 5, 2013 by filing the Articles of Organization of the Company. The rights and liabilities of the Members shall be as provided under the Articles of Organization and the CLLCA, unless expressly modified by this Agreement.

1.2 **Business Office.** The business office of the Company shall be located at 7315 East Peakview Avenue, Centennial, CO 80111. In the discretion of the Manager(s), the Company may locate its business office and/or its registered office at any other place or places.

1.3 **Purpose.** The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Colorado, including all powers and purposes now and hereafter permitted by law to a limited liability company.

ARTICLE 2 **MANAGEMENT**

2.1 **Management by Managers; Number Managers; Initial Managers.** The business and affairs of the Company shall be managed by a Manager or Managers, and management shall not be reserved to the Members. No person, firm or corporation dealing with the Company shall be required to inquire into the authority of the Manager(s) to take any action or make any decision. The initial Manager of the Company is Thomas B. Olson. The number of Managers may be increased by the Members.

2.2 Rights and Duties of the Managers.

(a) General Authorization. Subject to any specific limitations contained in this Agreement, the Manager shall:

(1) have full, exclusive and complete authority and discretion in the management and control of the affairs of the Company;

(2) make all decisions affecting the Company's affairs and perform, when appropriate in its judgment, any and all acts or activities customary or incident to the management of the Company's business;

(3) conduct the business of the Company to the best of his ability in a good and businesslike manner, and

(4) devote to the Company such of its time as reasonably is needed by the business contemplated under this Agreement, but he shall not otherwise be required to devote his full time to the conduct of the Company's affairs.

2.3 Indemnification of Managers, Employees and Other Agents. The Company shall indemnify an individual made a party to a proceeding because he or she is or was a Manager, employee or agent of the Company to the fullest extent provided by the CLLCA.

2.4 Compensation. The Company shall reimburse the Manager for all direct out-of-pocket expenses he or she incurs in managing the Company's operations. The Members may change the Manager's compensation at any time and from time to time.

2.5 Removal of Managers: Vacancies. Managers of the Company may be removed at the sole and absolute discretion of the Member or Members, and their vacancies filled as provided in the Act.

ARTICLE 3 **RIGHTS AND OBLIGATIONS OF THE MEMBERS**

3.1 Rights and Obligations.

(a) The Members shall not:

(1) be liable for any of the debts or obligations of the Company;

(2) be entitled to the return of the Member's contributions to the Company except to the extent, if any, that distributions made pursuant to this Agreement may be considered as such by law, or upon dissolution of the Company, and then only to the extent provided for in this Agreement

(b) A Member is liable to the Company for the difference between its contributions to capital as actually made and those stated in Schedule A hereto as having been made.

3.2 Admission of Member; Nature and Transfer of Interest. Additional Members may only be admitted with the unanimous written acceptance of the Member or Members and the written acceptance and adoption by such new member of all of the terms of this Agreement. Upon the addition of any new member, the rights, duties and obligations of the Company and the Members, including the transferability of any Member's interest in the Company, shall be governed under the terms of this Agreement, as applicable, and the CLLCA until such time as the then Members shall amend or restate this Agreement.

3.3 Voting of Members. If there is more than one member of the Company, the Members shall vote based upon their Membership Interests. Regarding any business for which the vote of the Company's Members is required, a majority of the Membership Interests eligible to vote shall constitute a quorum. Unless otherwise stated herein or in the Act, if a quorum is present the vote of a majority of the Membership Interests present and voting is necessary to approve an action.

ARTICLE 4 **CAPITAL CONTRIBUTIONS OF MEMBER**

4.1 Capital Contributions; Additional Contributions by Members. The Capital of the Company received through the date of this Agreement was contributed as set forth in Schedule A to this Agreement, attached hereto and by this reference incorporated herein, and the Membership Interests of the Members are as set forth on Schedule A. Schedule A will be revised from time-to-time by the Managing Member(s) to reflect any additional capital contributions, admission or withdrawal of any Members, or other change in Membership Interests.

4.2 Capital Accounts. An individual capital account shall be maintained for each Member, showing that Member's ownership and interest in the capital of the Company, as such may be from time to time adjusted.

4.3 Member Loans or Services. Loans or services by the Members to the Company shall not be considered contributions to the Company's capital.

4.4 Interest on Contributions. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided in this Agreement.

4.5 Withdrawal and Return of Contribution. Except as otherwise provided in this Agreement, no member shall be entitled to withdraw or to the return of a capital contribution.

4.6 Additional. No additional capital contributions shall be required of any Member. Additional capital contributions may only be made with the unanimous consent of the Members.

ARTICLE 5 **DISTRIBUTIONS**

General. Subject to the provisions of this Agreement and any limitations contained in the CLLCA, the Company shall make distributions to the Members as determined by the Manager(s).

5.2 Limitations on Distributions. No distribution shall be made by the Company if, after giving effect to the distribution:

(a) The Company would not be able to pay its debts as they become due in the usual course of business; or

(b) The Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of the Members whose preferential rights are superior to the rights of the Members receiving the distribution.

(c) For purposes of this Section 5.2, the Manager(s) may base a determination that a distribution is not prohibited upon either:

(1) Financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances; or

(2) A fair valuation or other method that is reasonable under the circumstances.

ARTICLE 6

ACCOUNTING AND REPORTING

6.1 Fiscal Year; Accounting Method. The Company's fiscal year and accounting period for income tax purposes shall be the calendar year. The Company shall prepare its accounting records and shall report for income tax purposes on the basis determined appropriate by the Members.

6.2 Records and Reports. At the expense of the Company, the Manager(s) shall maintain records and accounts of all operations and expenditures of the Company. The Company's financial statements and tax returns shall be prepared in accordance with generally accepted accounting principles consistently applied. Promptly after the close of each calendar year, the Manager(s) shall cause the Company's financial statements for that year to be prepared. Within 90 days after the end of each calendar year, the Manager(s) shall furnish to each Member financial statements, together with a statement showing the capital account of each such Member, the distributions to each Member and the amounts of each item of income or deduction reportable for such year for state and federal income tax reporting purposes.

6.3 Returns and Other Elections. The Manager(s) shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. No election shall be made by the Company or the Manager(s) to be excluded from the application of the provisions of Subchapter K of the Internal Revenue Code of 1986, as amended, or from any similar provision of state tax laws. All other elections permitted to be made by the Company under federal or state tax laws shall be made by the Manager(s).

6.4 Bank Account. The Company shall maintain one or more accounts in its name in one or more banks, and the cash funds of the Company (exclusive of petty cash) shall be kept in such accounts or in such other financial institutions, whether or not defined as "banks," as the Manager(s) may deem appropriate.

ARTICLE 7
TRANSFER OF INTERESTS

7.1 Transfer of Interests. The interest of the Members is transferable either voluntarily or by operation of law. Any Member may transfer all or a portion of its interest in the Company. Notwithstanding any provision of the CLLCA to the contrary, upon transfer of the Member's interest in the Company, the transferee shall be admitted as a member in the Company without further action. Upon the transfer of the Member's entire interest in the Company (other than a temporary transfer or a transfer as a pledge or security interest) the Member shall cease to be a member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability, if any.

ARTICLE 8
DISSOLUTION AND WINDING UP; LIQUIDATION

8.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the events stipulated in the CLLCA.

8.2 Winding Up. As soon as possible following the occurrence of any event effecting the dissolution of the Company, the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the CLLCA and shall conduct its business and liquidate and distribute its assets in the manner provided under the CLLCA.

8.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company shall distribute its assets as follows:

(a) To creditors, excluding the Member or Members who are creditors, to the extent permitted by law, to satisfy any liabilities of the Company;

(b) To the Member or Members who are creditors, to the extent permitted by law, to satisfy liabilities of the Company;

(c) To establish any reserves the Manager(s) may reasonably deem necessary to meet any of the Company's contingent or unforeseen liabilities or obligations arising out of, or in connection with, the Company's business. The Manager(s) shall pay over said reserves to any financial institution, as escrow agent, with trust authority in the county in which the Company has maintained its principal accounting records. Such financial institution shall hold such reserves for the purpose of disbursing them to pay any of the aforementioned contingencies or liabilities. The Manager(s) shall determine the time that such financial institution shall hold said reserves. At the expiration of such time, the financial institution shall distribute the balance remaining in the manner provided in this Section 8.3 and in the order named above;

(d) To the Member or Members

8.4 Payment of Liquidation Proceeds. The Company shall pay liquidation proceeds within sixty days of the end of the Company's taxable year or, if later, within ninety days after the date of liquidation. Such distributions shall be in cash or property (which the Company need not distribute proportionately) or partly in both, as determined by the Manager(s).

ARTICLE 9
TIME; NOTICES

All notices (whether offers, acceptances or otherwise) pursuant to the provisions of this Agreement shall be made in writing and all periods of time shall begin or end on the day such notice is personally delivered to any recipient or shall be deemed fully made and delivered upon posting by first-class mail, postage paid, certified or registered, addressed to the parties at the respective addresses (or such other address as such party may give to the others in writing) as set forth opposite their names on Schedule A.

ARTICLE 10
CONFLICTS OF INTEREST;
TRANSACTIONS WITH MEMBER OR MANAGERS

10.1 Conflicts of Interest. The fact that the Members are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service or from which or whom the Company may buy or lease any property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it.

10.2 Confidentiality. It will be considered a violation of this Agreement for the Members to release any of the Company records, financial or otherwise to any person except as authorized by the Members.

10.3 Transactions Between the Member and the Company. Except as otherwise provided by applicable law, the Members may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member.

ARTICLE 11
MISCELLANEOUS

11.1 Execution in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one original agreement, binding on all the parties hereto. Each Member shall become bound by this Agreement immediately upon such Member's execution hereof and independently of the execution hereof by any other Member.

11.2 Contracts. All contracts into which the Company enters will contain a provision stating that, for the purposes of determining liability of the Members of the Company for any actions or obligations of the Company, Colorado law will apply.

11.3 Amendments. Any Member may propose any amendment to this Agreement to the other Members, if any. Such proposed amendment shall become effective at such time as it has been approved in writing by a vote of 51% of the Membership Interests.

11.4 Tax Matters Partner. The Manager(s) shall be the “Tax Matters Partner” pursuant to the Internal Revenue Code of 1986, as amended, who, to the extent authorized or permitted under applicable law, is authorized and required to represent the Company and each Member in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs connected therewith. Each Member agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any and all things reasonably required by the Tax Matters Partner to conduct such proceedings.

11.5 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Colorado.

11.6 Number and Gender. When the context in which words are used in this Agreement indicates that such is the intent, words in singular number shall include the plural, the words in the masculine gender shall include the feminine and neuter genders.

11.7 Rights of Creditors and Third Parties. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Members, and their respective successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital contribution by the Members or otherwise.

IN WITNESS WHEREOF, the Members of the Company have executed this Agreement as of the date first above written.

Member:

/s/ THOMAS B. OLSON

Thomas B. Olson

SCHEDULE A

Member	Contributions to Capital	Membership Interest
Thomas B. Olson 7315 E Peakview Avenue Centennial, CO 80111	\$100	100%