

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

August 13, 2020

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Advisory Board Chair Cody Vance called the meeting to order at 12:15pm.

2. Roll Call

Manny
Dimas: Absent

Ken
Marvin: Absent

Mike
Pavelka: Absent

Paul
Heath: Present

Scott
Kuncl: Present

Lizeth
Umana: Present

Cody
Vance: Present

Present: 4, Absent: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, members of the public.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Paul Heath and a second by Lizeth Umana.

Paul Heath: Aye, Scott Kuncel: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 4, No: 0

A. Meeting Minutes

1. Advisory Board Meeting Minutes of July 9, 2020.

B. Financial Report

4. Special Order of Business

A. City of Crete Economic Development Plan

1. Housing

Tom Ourada reported that there may be two housing applications presented yet this year.

B. Applications for Consideration

1. Saline Medical Plaza LLC Request for \$100,000

Include the application on the August agenda for consideration. Carried with a motion by Mike Pavelka and a second by Ken Marvin.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncel: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 7, No: 0

Recommend City Council approve the Saline Medical Plaza LLC request for \$100,000 of LB840 funds. Carried with a motion by Paul Heath and a second by Lizeth Umana.

Paul Heath: Aye, Scott Kunch: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 4, No: 0

Tom Ourada reported that the requested funds assist at least three to four businesses as a combined project. The building has been vacant since September of 2019. Traffic flows should be similar to what was experienced with the previous occupancy. The accessibility for Doane students and faculty is a benefit.

2. Consider matching funds for Crete DTR project application.

Suspend the rules regarding the thirty day review period. Carried with a motion by Paul Heath and a second by Scott Kunch.

Paul Heath: Aye, Scott Kunch: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 4, No: 0

Recommend City Council approve LB840 funds for a Crete DTR project application for matching funds of 25% of the project costs not to exceed \$110,000. Carried with a motion by Paul Heath and a second by Scott Kunch.

Paul Heath: Aye, Scott Kunch: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 4, No: 0

5. Officers' Reports

6. Adjournment

Motion to adjourn. Carried with a motion by Paul Heath and a second by Scott Kunch.

Paul Heath: Aye, Scott Kunch: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 4, No: 0

The meeting was adjourned at 12:40pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

**CITY OF CRETE, NEBRASKA
ECONOMIC DEVELOPMENT ADVISORY BOARD
MINUTES OF JULY 9, 2020**

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Board Chair Cody called the meeting to order at 12:15pm.

2. Roll Call

Manny Dimas: Present

Paul Heath: Present

Scott Kuncl: Present

Ken Marvin: Present

Mike Pavelka: Present

Lizeth Umana: Present

Cody Vance: Present

Present: 7. Absent: 0

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, City Attorney Kyle Manley.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Ken Marvin and a second by Lizeth Umana.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye

Aye: 7, No: 0

3.A. Meeting Minutes

3.A.1. Advisory Board Minutes of June 11, 2020.

3.B. Financial Report

4. Special Order of Business

4.A. City of Crete Economic Development Plan

4.A.1. Status of Investments with Performance Requirements

4.A.1.a. Little Peanuts Year 4 Response

4.A.2. Housing

4.B. Applications for Consideration

4.B.1. Elles on Main request for funds to assist with purchasing their building.

Approve Elles on Main request for \$28,000 to include creation and filing of a Deed of Trust. Carried with a motion by Mike Pavelka and a second by Ken Marvin.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 7, No: 0

Tom stated that the request represents 20 percent of the total project budget.

4.B.2. Nick Dice Promotions request for funds for the Cornhusker State Games event.

Approve Nick Dice Promotions request of \$500 for funds for the Cornhusker State Games event. Carried with a motion by Ken Marvin and a second by Scott Kuncl.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 7, No: 0

4.C. Application Introductions

4.C.1. Saline Medical Plaza LLC Request for \$100,000

Include the application on the August agenda for consideration. Carried with a motion by Mike Pavelka and a second by Ken Marvin.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 7, No: 0

Tom described the renovations that are proposed to be completed. The applicant would provide receipts related to the new roof installation.

5. Officers' Reports

6. Adjournment

Motion to adjourn. Carried with a motion by Ken Marvin and a second by Mike Pavelka.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye
Aye: 7, No: 0

The meeting was adjourned at 12:47pm.

Recorded by City Clerk Judi Meyer

July 21, 2020
Semi-Annual Financial Report

	December 31, 2019		June 30, 2020	
	CASH	LOAN GUARANTEE	CASH	LOAN GUARANTEE
BEGINNING BALANCES	\$773,045.88	\$284,615.93	\$771,041.92	\$306,805.54
RECEIPTS				
LB840 SALES TAX	\$235,431.59		\$225,829.33	
LB840 SALES TAX		\$23,543.16		\$22,582.93
OTHER INCOME (INTEREST)	\$9,318.83		\$4,512.09	
GENERAL FUNDS	\$12,696.00		\$0.00	
MISC.	\$5,659.00		\$0.00	
EXPENDITURES				
LOAN GUARANTEES		\$0.00		\$0.00
OPERATIONS (\$41,500 ANNUAL)	\$26,368.59		\$22,385.53	
POOL BOND PAYMENTS (\$157,410 ANNUAL)	\$150,726.25		\$9,409.50	
DTR PHASE II	\$88,014.54		\$0.00	
FINANCIAL ASSISTANCE FUNDS AVAILABLE	\$771,041.92		\$969,588.31	
*LOAN AMOUNT TO GUARANTEE (150%) AVAILABLE		\$462,238.63		\$494,082.71

*ED Plan Section VII

E. At no time may the City pledge more than 150% of the current balance of the funds retained for approved loan guarantees or projects.

August 13, 2020

July 31, 2020 Financial Statement

		<u>CASH</u>	<u>LOAN GUARANTEE</u>
<u>ECONOMIC DEVELOPMENT FUNDS ACTUAL</u>	<u>7/31/2020</u>	<u>\$966,881.16</u>	<u>\$332,878.86</u>
AVERAGE MONTHLY INCOME (QUARTERLY)			
<u>SALES TAX</u>	<u>\$39,977.00</u>		
<u>ESTIMATED INCOME JUL-SEP</u>	<u>3</u>	<u>\$107,937.90</u>	<u>\$11,993.10</u>
<u>TOTAL FUNDS ESTIMATED</u>			
TOTALS FOR FOURTH QUARTER FY20		<u>\$1,074,819.06</u>	<u>\$344,871.96</u> <u>\$517,307.94</u>
OBLIGATIONS			
<u>LOAN GUARANTEES</u>		<u>-</u>	<u>\$0.00</u>
<u>OPERATIONS (1/4 OF \$41,500)</u>		<u>\$10,375.00</u>	
<u>CHAMBER DOWNTOWN EVENT</u>		<u>\$500.00</u>	
<u>POOL BOND PAYMENTS (1/4 OF \$157,409)</u>		<u>\$39,352.25</u>	
TOTALS FOR FOURTH QUARTER FY20		<u>\$50,227.25</u>	
FINANCIAL ASSISTANCE FUNDS <i>ESTIMATED</i>			
TOTALS FOR FOURTH QUARTER FY20		<u><u>\$1,024,591.81</u></u>	
*LOAN AMOUNT TO GUARANTEE (150%) <i>ESTIMATED</i>			<u><u>\$517,307.94</u></u>

*ED Plan Section VII

E. At no time may the City pledge more than 150% of the current balance of the funds retained for approved loan guarantees or projects.

Fiscal year is 83.3% complete

Income at 94.4% of budget

Expense at 4.6% of budget



To LB840 Applicant:

CONGRATULATIONS on taking the first step to being awarded additional funds to help your business or event in Crete. The funds available for Economic Development, resulting from the citizen-approved sales tax increase that took effect April 1, 2011, are available first come to businesses, events and projects that meet the requirements of Crete's written Economic Development Plan, which can be found online at www.crete.ne.gov/vnews/display.v/ART/58fa7907cceb. A written copy is also available from the City of Crete Economic Development Director.

Please review the Economic Development Plan and confirm that your project or business is eligible. Applications may be recommended for funding in full or in part or may be denied based upon the review of the Board. Final decisions regarding funding will be made by the City Council but according to the terms of the Plan, in no event may the City Council fund any Application not previously reviewed and approved by the citizen Board.

In this packet you will find an Application for Funds, a US Citizenship Attestation Form and a Check List of required items. As you will see, the Application is detailed and requires significant information and additional verification documents. If you need assistance with the application please contact any Economic Development Advisory Board member. *If you have questions, please call Judi Meyer, Economic Development Director, at 402-826-4317 or email or judi.meyer@crete.ne.gov.*

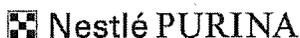
Please note that the first portion of the application will be open to the public and may be provided to the City Council for final funding review. The balance of the application and all supporting documentation including personal financial information is confidential and will only be shared with members of the Economic Advisory Board for purposes of considering your application. All confidential records will be maintained in the office of the Economic Development Board and will be kept separately and not be available for review by the public. Any questions or concerns regarding this process shall be directed to the City Administrator.

All Applicants will be required to attend a public hearing for presentation regarding their request for funding. Public hearings will be held at least quarterly and may be held more frequently at the request of the Board. All Applications presented within the three months preceding a Public Hearing will be set for presentation and consideration at the same meeting. The Board may make a recommendation for funding at the public hearing, or may vote to table an application for further information, but in no event shall an application be tabled more than once so that all decisions will be made not more than three months after the initial public hearing regarding an application. There is no guarantee that a determination will be made less than three months after submission so all applicants are urged to make timely requests for funding if projects or events have set timelines.

Mail or deliver completed application with all supporting documentation and forms to:

**Economic Development Program Director
City of Crete City Hall
243 E. 13th Street, P.O. Box 86
Crete, NE 68333**

We look forward to working with you through the application process.
Equal Opportunity and Fair Housing Provider and Employer





**ECONOMIC DEVELOPMENT PROGRAM
APPLICATION FOR FUNDS**

Please Type or Print Clearly and Answer Each Question (If Question Does Not Apply – Mark N/A).

Please Note: The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: Saline Medical Plaza LLC

Business Address: 969 East Highway 33 Crete NE 68333
(City) (State) (Zip Code)

Contact Person: Josue D. Gutierrez MD Telephone Number: 3055466250

Fax Number: 4028263228 Email Address: jgutierrez@smscrete.com

Federal Tax ID Number: 851312676

Type of Entity: Start-Up Buyout Existing

If Existing, Number of Years in Business in Crete: _____

Business Classification: (Please Choose One)

- Retail Manufacturing Research & Development
- Headquarter Telecommunications Tourism
- Warehouse/Distribution Government Other

Business Type: (Please Choose One)

- Proprietorship Corporation Partnership
- LLC Governmental Entity Other

Does the Company have a Parent or Subsidiaries? Yes No

If Yes, Please List Name: _____

Address: _____
(City) (State) (Zip Code)

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Josue D. Gutierrez MD	Majority Owner	66
Casey Moeller	Minority Owner	34

Which type of assistance is the entity applying for?

- Grant Loan Guarantee If so, Lender? _____ Other

Explain: _____

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development New Business Startup Building Renovation Public Works
 Professional/Employee Recruitment Promotion/Tourism Job Training
 Working Capital Low - Moderate Income Housing Workforce Housing
 Technology Plan Management Technical Assistance Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska? Yes No DK

Has the business applied for any incentives from the State of Nebraska? Yes No

If yes, please explain: _____

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: _____

Number of Full-Time Equivalent Positions to Be Created: _____

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

Saline Medical Plaza LLC(SMP) is an entity that will house multiple specialties under one roof. Specialties such as physical therapy, local health clinic (Saline Medical Specialties), the 5 County health department, a local daycare and actively recruiting mental health and dentistry as well. The goal of SMP is to bring to Crete an surrounding counties a fully functional and integrated model of health care that has proven to be successful in other parts of the country and thus provide up to date, patient centered care for our community. Some of these entities will share resources within the space and will be available to the community. Future plans of this entity include diabetic education classes, yoga classes, healthy meal planning and preparation classes. The entity will house a multipurpose room for functions that the surrounding community can benefit from. The close relationship between health department and Saline Medical Specialties makes it ideal for disease surveillance, future testing sites for future pandemics, immunization sites and to be the local health resource. Daycare services over 90 families in this community with plans to expand to over 100 families with current expansion.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 321,000.00	\$
Renovation/Rehabilitation	\$ 900,000.00	\$ 100,000.00
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$ 25,000.00	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 1,246,000.00	
	Total LB840 Funds Requested:	\$ 100,000.00

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: City Bank & Trust

Loan Amount: _____ Loan Term (Years): _____

Amount Injected Into the Project by Business/Partners/Owners:

Other Funding Source(s) and Amount(s): TBD per project scope

C. PROJECT LOCATION:

- | | | |
|--|---|--|
| Within the Crete City Limits? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within the Crete Two-Mile Jurisdiction? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Land Owned by the City of Crete? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:

D. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

Please Note: The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

E. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

Applicant's Signature

7/7/2020

Date

Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

- A completed and signed application with all required support documents including, but not limited to:
 - A detailed description summary of the proposed project which clearly states what assistance the business is requesting from the program, including evidence that the project qualifies for assistance under the Local Option Municipal Economic Development Act and is consistent with the goals of the Crete Local Economic Development Program.
 - Use of Funds – Total project costs and financing requirement; include copies of any preliminary bids (if applicable/available).
 - A review of key management and employees and their experience as related to the proposed project.
- Start Up Business
 - Current Business Plan for the project and the company, including employment and financial projections;
 - Three (3) Years Financial Projections
 - Past three years personal tax returns
- Existing Business:
 - Most Current Business Plan
 - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
 - List of Current Obligations (include company Names and Amounts)
 - Past three years personal tax returns
- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)
- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.
- Other information or financial documentation as requested.

Questions: Contact City Administrator, Tom Ourada, at 402-826-4313 or email tom.ourada@crete.ne.gov. **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13th Street, Crete, NE 68333

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	Josue, Daniel Gutierrez <hr/> <small>(first, middle, last)</small>
SIGNATURE	 <hr/>
DATE	07/07/2020 <hr/>

1/19/2010

DOWNLOAD/SAVE

PRINT

LB 840 APPLICATION PROCESS

Next Step In Process

If application is denied, the applicant has the ability to appeal to the advisory board at a public meeting

Step 1

Applicant goes to Director with idea

Is applicant and project eligible?

No

Yes

Step 2

Application is submitted

Step 3

Director does a review & analysis of application

Is the application accepted?

No

Yes

Step 4

The applicant and Director enter into negotiations

Negotiations Not Accepted
May enter into Negotiations

Negotiations Accepted

Step 5

Application is presented to economic advisory committee by Director

Step 6

Application goes to public meeting and advisory committee executive session for financial determination and recommendation

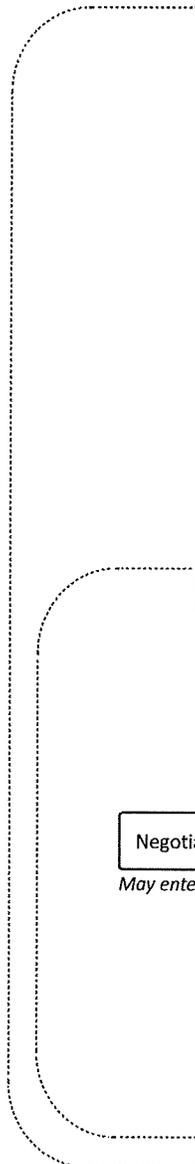
Not Recommended

Recommend as Amended

Application Recommended

Step 7

Application goes to City Council



**OPERATING AGREEMENT
OF
SALINE MEDICAL PLAZA, LLC**

The undersigned individuals (the "Members") shall conduct a limited liability company (the "Company") at its principal office in Lincoln, Nebraska, pursuant to the provisions hereof and according to the Company's Certificate of Organization and the laws of the State of Nebraska.

1. **Name.** The name of the Company shall be Saline Medical Plaza, LLC.
2. **Registered Agent.** The name and address of the Company's registered agent in Nebraska is:

Dr. Josue Gutierrez
969 East Highway 33
Crete, Nebraska 68333

3. **Principal Place of Business.** The address of the principal place of business of the Company is:

969 East Highway 33
Crete, Nebraska 68333

4. **Purpose.** The Company is organized to engage in the business of real estate, as well as to do any and all actions and things convenient, expedient, ancillary or otherwise necessary to accomplish the foregoing; and to engage in any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska.

5. **Powers.** The Company shall have all powers as set forth in the Certificate of Organization and any and all powers enumerated in the Nebraska Uniform Limited Liability Company Act (the "Act") as the same has been enacted and as amended from time to time.

6. **Duration.** The period of duration of the Company shall be perpetual, unless dissolved earlier pursuant to Section 17 hereof.

7. **Management of Company.** Management of the Company shall be vested in its Members in proportion to their percentage interest in the Company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by its Members. The Members shall run the Company on a daily basis, make business decisions, and formulate future policies of the Company. The Members may appoint a Manager or Managers as set out in Section 10, in which case the Company shall be managed by the Manager or Managers in accordance with Section 10.

Notwithstanding the forgoing or any other provision of this Agreement, the following shall require the unanimous consent of all of the Members:

- a. Borrowing any money if the obligation is in excess of \$10,000;
- b. Allowing a lien or security interest to be placed on any or all of the Company's assets;
- c. Leasing real property owned by the Company, unless a Manager is appointed pursuant to Section 10 and is authorized to enter into lease agreements on behalf of the Company;
- d. Incurring any obligation on behalf of the Company that is in excess of \$10,000;
- e. Acquiring real property;
- f. Selling real property; and
- g. Dissolving the Company (except as set forth in Section 13.H).

8. **Meetings of the Members.** Meetings of Members of the Company may be called by any Manager or Member and shall be held at the principal place of business of the Company, or elsewhere as the notice of such meeting shall direct. A majority in interest of the Members shall constitute a quorum for purposes of transacting business. Members may attend any such meeting in person, by proxy, or by telephonic or video conference call; provided, however, that all participating members must be able to simultaneously communicate with one another. Except as otherwise provided in this Operating Agreement, the Certificate, or the Act, the vote of a majority in interest of the Members present at a duly convened meeting of the Members at which a quorum is present shall constitute the acts of the Members. Each Member shall be entitled to vote in accordance with each Member's ownership percentage as set forth on the books of the Company. Members may also conduct business by unanimous written consent of all of the Members.

9. **Company Holdings.** An interest in the Company may be held individually, corporately or in joint tenancy with another person.

10. **Managers.** The Members of the Company, by unanimous written consent, may appoint Manager(s) to carry out the direct operations of the Company. Except for circumstances in which the approval of the Members is expressly required by this Operating Agreement, or by non-waivable provisions of applicable law, the Manager in every respect and to any extent shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, and to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business or as otherwise deemed appropriate by the Manager. At any time when there is more than one Manager, a majority of the Managers may take any action permitted to be taken by the Managers, unless the approval of a greater number of Managers is expressly required pursuant to this Operating Agreement or by non-waivable provisions of applicable law.

Without limiting the generality of the foregoing, the Manager is hereby authorized and empowered in the name and on behalf of the Company to:

- A. Acquire, manage, develop, hold, lease, improve, control, operate, and sell, transfer or otherwise dispose of property (including, without limitation, land, other real property and securities or any interest therein) on behalf of the Company;
- B. Borrow money on behalf of the Company, encumber all or part of the Company property for the purpose of obtaining financing or refinancing for the Company business of all or substantially all of the assets of the Company, and extend, modify or renegotiate any obligations of the Company;
- C. Loan funds of the Company to any person or entity, including a Member, provided that the terms of the loan shall be consistent with terms that would be extended in an arms' length transaction and shall comply with the restrictions set forth in Section 22;
- D. Employ or retain any qualified person or entity to perform services on behalf of the Company or pay such person or entity reasonable compensation for performing such services;
- E. Compromise, arbitrate or otherwise adjust claims in favor of or against the Company, and commence or defend litigation with respect to the Company or any assets of the Company, at the Company's expense;
- F. Cause the Company to maintain, at the Company's expense, insurance coverage reasonably satisfactory to the Members with regard to property damage or casualty and with regard to any hazardous circumstance or condition which may affect the Company or the liability of the Members;
- G. Assume and exercise all powers and responsibilities granted to a manager of a limited liability company by the laws of the State of Nebraska;
- H. Except as set out in Section 20, make all elections under the tax laws as to the treatment of items of Company income, gain, loss, deductions and credits, and all other relevant items;
- I. Cause the Company to enter into, make and perform such contracts, agreements and other undertakings, and to do such other acts, as it may deem necessary or advisable for, or as may be incidental to, the conduct of the business of the Company, including, without limitation, contracts, agreements, undertakings, borrowing of funds and transactions with any Member or with any other person or entity related to any Member, *provided, however*, that transactions with such persons and entities for the account of the Company shall be on terms no less favorable to the Company than are

generally afforded to unrelated third parties in comparable transactions and shall comply with the restrictions set forth in Section 22;

- J. Make, execute, sign, acknowledge and file, on behalf of the Company, any and all documents or instruments of any kind which they may deem appropriate in carrying out the purposes and business of the Company, including, without limitation, powers of attorney, sales contracts, evidences of indebtedness, leases, documents, or instruments of any kind or character, or amendments thereto. Any person or entity dealing with a Manager shall not be required to determine or inquire into the authority or power of such Managers to execute, acknowledge or deliver any and all documents on behalf of the Company or otherwise bind the Company;
- K. Deposit all funds of the Company in such account or accounts and such banks or other financial institutions as they may from time to time designate, with the funds therein to be disbursed solely for the business of the Company; provided, however, that they may not commingle, or cause or knowingly permit the commingling of the Company with funds of any other person or entity. Withdrawals from any such account or accounts shall be made upon such signature or signatures as they may designate;
- L. Temporarily invest the excess funds of the Company in such investments or securities deemed prudent for investment of funds by fiduciaries in Nebraska to the extent that funds of the Company are, in their judgment, not immediately required for the conduct of the Company's business;
- M. Authorize or revoke the authorization of individuals with authority to sign checks or otherwise withdraw funds from bank accounts of the Company;
- N. Do all other things necessary and convenient to accomplish the business of the Company; and by way of extension of the foregoing enumerated powers, except as otherwise provided to the contrary in this Agreement, have and exercise all the rights and powers granted to members under the Act.

In the case of multiple Managers, meetings may be called by any Manager and shall be held at the principal place of business of the Company, or elsewhere as the notice of such meeting shall direct. Attendance by a majority of the Managers shall constitute a quorum for purposes of transacting business. Managers may attend any such meeting in person or by telephonic or video conference call. Managers may also conduct business by unanimous written consent. A Manager may be removed, with or without cause, by a majority vote of the Members.

11. Limited Liability of Members; Liability of Members to Company.

- A. The Members of the Company are not liable under judgment, decree or order of a court, or in any other manner for a debt, obligation or liability of the Company.
- B. Notwithstanding the terms of subpart A above, a Member shall be liable to the Company for:
 - (1) The difference between the contributions to capital of the Member as actually made and stated in this Operating Agreement as having been made; and
 - (2) Any unpaid contribution to capital which a Member has agreed in this Operating Agreement to make in the future at the time and on the conditions stated herein.
- C. A Member holds as trustee for the Company:
 - (1) Specific property stated in this Operating Agreement as contributed by such Member, but which was not contributed or which has been wrongfully or erroneously returned; and
 - (2) Money or other property wrongfully paid or conveyed to such member on account of the contribution of the Member.
- D. The liabilities of the Member set out in subpart B above can be waived or compromised only by the consent of all Members; but such waiver or compromise shall not affect the right of a creditor of the Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Certificate of Organization to enforce the liabilities of such Member to the Company.
- E. When a Member has rightfully received the return in whole or in part of a capital contribution, the Member is nevertheless liable to the Company for any sum, not in excess of the returned capital with interest, necessary to discharge its liability to all creditors of the Company who extended credit or whose claims arose before such return of capital.

12. **Contracting Debts.** No debt shall be contracted or liability incurred by or on behalf of the Company except as set forth in Section 7 and Section 10.

13. **Contributions to Capital.**

- A. The contributions to capital of a Member to the Company, either initially or thereafter, may consist of tangible or intangible property or other benefit, including money, promissory notes, or other agreements to contribute money or property. The total amount of capital contributed by each of the Members as initial capital is set forth on Exhibit "A."

Each Member's respective capital account shall be appropriately credited on the Company books of account to reflect such capital contributions as Members. No additional contributions have been agreed to be made by any Members in the future at any time or on any conditions except as set forth on Exhibit "A."

- B. If the members holding the majority of interest of the capital in the Company in the future determine that, in the best interest of the Company, members should make an additional capital contribution, then written notice shall be given to all members of the total additional capital contribution to be made and each member's share of such capital contribution based upon each member's then-present share of the capital of the Company. Members shall contribute their share of the additional capital contribution, in cash or cash equivalent, within thirty (30) days of such notice. If any member fails to make the additional contribution to capital within such thirty (30) day period, then, without limiting any other remedies which the remaining members may have, any remaining members of the Company who desire to do so may make the defaulting member's additional capital contribution, on a *pro rata* basis, based upon their relative interests in the capital of the Company, and have their respective interests in the capital of the Company adjusted upward accordingly.
- C. An individual capital account shall be maintained for each Member. The capital interest of each Member shall consist of the Member's original net contribution increased by (a) the Member's additional contributions to capital, if any, and (b) the Member's share of Company profits transferred to capital, if any, and decreased by (c) distribution to the Member or reduction or withdrawal of capital, if any.
- D. An individual profit account shall be maintained for each Member. All profits of the Company shall be accumulated in the accounts and allocated to the Members as hereinafter provided. It shall be increased by the Member's share of current profits, if any, and it shall be decreased by the Member's share of current losses and by transfers to capital or from the Member's drawing account. A credit balance in this account may be retained as an additional part of the Company's equity, and be available for later distribution. If, after the net profit or the net loss of the Company for the fiscal year has been determined, a Member's profit account shows a deficit

(i.e., a debit balance), whether occasioned by drawings in excess of the Member's share of Company profits or for any other reason, the deficit shall constitute an obligation of that Member to the Company, but only to the limit of the Member's capital account and shall not reduce the Member's capital account or interest in the capital of the Company. In the sole discretion of the Manager(s), and subject to the terms of distribution specified in Section 14 of this Agreement, the Company may from time to time declare and distribute, not less than quarterly, an amount representing distributable cash flow (as hereinafter defined) to the Members, except that net distributable income may be retained by the Company and transferred to individual profit accounts if required by the Company for the reasonable needs of the business.

For purposes of this subparagraph, the term "distributable cash flow" shall mean the sum of the net earnings plus non-cash amortization and depreciation (as reflected on the ledger of the Company), less debt service, fixed asset additions, and adequate retention of operating capital. Payment of any amount owing to the Company by such Member shall be made in a manner and time as determined by the Members; provided that such drawing account shall not operate in contravention of the withdrawal or reduction of a Member's contribution provisions contained in the Act, as amended.

- E. An individual drawing account shall be maintained for each Member. All withdrawals made by a Member shall be charged to the Member's drawing account. Each year an amount sufficient to reduce the drawing account to zero will be transferred from the Member's profit account.
- F. A Member shall not receive out of Company property any part of the Member's contribution to capital until:
 - (1) All liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid or there remains property in the Company sufficient to pay them; and
 - (2) The consent of all the Members is had, unless the return of the contribution to capital may be rightfully demanded under the Nebraska Limited Liability Company Act; and
 - (3) The Certificate of Organization is canceled or so amended as to set out the withdrawal or reduction.

- G. Without the prior written consent of all Members of the Company, a Member, irrespective of the nature of the Member's contribution, has only the right to demand and receive cash in return for the Member's contribution to capital.
- H. Subject to the limitations set forth in subpart F above and paragraph 14(F), a Member of the Company may have the Company dissolved and its affairs satisfied when: (i) the Member has rightfully, but unsuccessfully, demanded the return of the Member's contribution; or (ii) the liabilities of the Company have not been paid, or the Company property is insufficient for payment and the Member would otherwise be entitled to the return of the Member's contribution.
- I. No contribution from a member to the Company shall ever be made, in whole or in part, as remuneration or consideration for the referral of patients from the other member or members of the Company.

14. **Profits and Distribution.**

- A. Members shall not receive salaries or compensation from the Company in their capacities as Members. Managers may receive salaries as compensation for time expended, and will be entitled to reimbursement for out-of-pocket expenses.
- B. The Company's net profits and losses, established through the use of generally accepted accounting principles, shall be allocated to the Members in proportion to the percentage interest in their respective capital accounts (before taking into account the amount to be allocated for the current period) at the end of each fiscal year, and the aggregate share of the income, deductions, and credits of the Company allocable in a particular fiscal year to the Members shall be so allocated among them.
- C. Except as set out in Section 20, the Company shall make mandatory distributions to Members from their respective capital accounts sufficient to pay estimated or actual tax liabilities arising from and imposed on Members as a result of the performance and revenues of the Company. Such mandatory distributions shall be computed by the Manager(s) with the input of each Member and the assistance of the Company's designated independent accountant and may be paid on a quarterly, annual or other periodic basis.
- D. Upon agreement of the Members, the Company may make discretionary, non-liquidating distributions from earnings to each Member from such Member's capital account in proportion to the percentage interest owned by each Member in the Company.

- E. All other provisions notwithstanding, distribution of the Company's profits may be made only if assets of the Company shall be in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.
- F. No member has a right to demand the return of his capital at any time if doing so would violate any provision of any loan, lease, or other obligation of the Company.
- G. No distribution from the Company shall ever be made to a member as remuneration or consideration, in whole or in part, for the referral of patients from the other member or members.

15. **Addition of New Members.** The Members of the Company shall have the right to admit additional members from time to time, upon the approval of the minimum percentage of interest of the members required by Nebraska law, and upon additional terms and conditions of admission as may be determined by the Members at the time of admission.

Upon the admission of a new Member, as hereinabove provided, the Member's capital account as a Member shall be considered the Member's capital contribution as a Member, and appropriate entries made to reflect such transfer on the Company books of account. The share of Company profits and losses of such new Member shall be defined in an amendment to this Agreement.

16. **Transferability of Interests.** This provision shall apply in the absence of a written Buy-Sell Agreement signed by all Members.

- A. Restrictions on Transfer. Except to the extent otherwise provided below, no Member may transfer or assign by contract or operation of law all or any portion of such member's interest in the Company.
- B. Transfer by Gift or Bequest. Upon unanimous written consent of all the Members, any Member may transfer by gift or bequest all or any portion of his or her interest in the Company to a spouse or child of such transferring Member, or to a trust established for the benefit of such Member, spouse or child, or to an existing Member of the Company. Any gift or bequest made without unanimous written consent of all the Members is void.
- C. Death of Member. In the event that a Member dies, the Company may at its option repurchase the deceased Member's interest in the Company for an amount equal to the fair market value of such interest on such Member's date of death. The fair market value of the Member's interest shall be as agreed in good faith by the Company and the personal representative(s) of the deceased Member's estate; provided that, if no such agreement has been reached within ninety (90) days of the

date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the Company and the personal representative for the Estate of the deceased Member. The Estate and Company shall bear equally the cost of the appraisal. The fair market value of the deceased Member's interest shall be payable by the Company to the deceased Member's estate within one hundred twenty (120) days of the establishment of such fair market value.

- D. Sale. Any Member desiring to transfer, assign, pledge or in any other manner whatsoever alienate all or part of the Member's interest for consideration, shall communicate such intention in writing to all other Members stating in detail the name of the person to whom the transfer is proposed, the purchase price proposed for the transfer, and the terms of payment. The Member shall also attach to that notice the written offer of the prospective purchaser to buy the interest. Within thirty (30) days after the date of such notice, the Company may purchase, at its option, all or any part of such Member's interest at the same terms that were proposed to and accepted by the third party; and if the Company elects not to purchase all of such interest, then the other Members at that time may purchase, at their option, all or any part of such interest within sixty (60) days of such notice. If more than one Member shall desire to acquire the interest to be sold and no agreement is reached regarding the portion of the interest to be acquired by each, each Member shall acquire an interest in proportion to his or her respective participation in the capital of the Company as it bears to each other. The purchase by any Member(s) shall be on the same terms that were proposed to and accepted by the third party.

If, after the lapse of sixty (60) days from the date of the notice, none of the other Members have communicated their desire to acquire any of the interest proposed to be transferred, then the selling Member may consummate the proposed transfer of interest. If such sale is not consummated within ninety (90) days after lapse of Member's option to purchase, no such sale shall be permitted without again offering the interest to the Company in the foregoing manner.

- E. No transferee under this Section 16 shall become a Member of the Company unless admitted by the other Members in accordance with the provisions of this Operating Agreement. The costs of filing an amendment to the Certificate of Organization, if required by law and all other expenses incident to the admission of the transferee to the Company as a Member, shall be charged to and paid by such transferee.

17. **Dissolution.**

- A. Subject to the provisions of this Agreement and the Certificate of Organization, this Company shall be dissolved upon the occurrence of any of the following Termination Events:

- (1) By the unanimous written agreement of all of the Members; or
 - (2) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company;
 - (3) The expiration of the term set forth in the Certificate of Organization, if any, including any extensions thereof;
 - (4) Upon the bankruptcy, death, dissolution, expulsion, adjudicated incapacity or withdrawal of a Member, or occurrence of any other event that terminates the continued membership of a Member (any such event being a "Termination Event") if the remaining Members elect to dissolve the Company pursuant to subparagraph B of this Section;
 - (5) The entry of a decree of judicial dissolution under Neb. Rev. Stat. § 21-147; or
 - (6) The administrative dissolution of the Company pursuant to Neb. Rev. Stat. § 21-151 if the Members fail to reinstate the Company within Five (5) years.
- B. A Termination Event with respect to any Member will not result in the dissolution, winding up and termination of the Company unless, within 180 days after the occurrence of such event, a majority of the remaining Members determined as of the date of such event, elect, in their sole discretion, to dissolve the Company.
- If the Members do not elect to dissolve the Company under this subparagraph, the Company shall continue as a limited liability company pursuant to the Nebraska Limited Liability Company Act under this Agreement until a subsequent event causing dissolution hereunder or under the Act.
- C. As soon as possible following the occurrence of any of the events as provided in subparagraphs A(1) through A(6) hereinabove, pursuant to which the Company will not be continued, the Company shall execute duplicate originals of a statement of intent to dissolve in such form as shall be prescribed by the Secretary of State for the State of Nebraska and the same shall be delivered to that office.
- D. Upon the dissolution or termination of the Company, a financial statement shall be prepared by the Company's accountants, which statement shall set forth the Company's assets and liabilities, and a copy of such statement shall be furnished to each of the Members within a reasonable time thereafter. Assets shall be liquidated by the Members acting as liquidating trustee(s) as necessary to make payments to creditors. Otherwise, distribution may be made to the Members in kind at fair market values in satisfaction of the interests of such Members. If a Member has died

or becomes bankrupt, then the remaining Members shall act as liquidating trustees, and if there is no remaining Member, then the liquidating trustee shall be such person as the persons then holding a majority in capital interest of the Company shall designate. The liquidating trustee shall apply all Company assets and proceeds therefrom in accordance with the provisions of the Act, as amended.

The Members or liquidating trustee shall have the power and authority to make, execute, acknowledge and file all documents required to effectuate the dissolution and termination of the Company; and each of the Members hereby irrevocably constitutes and appoints the liquidating trustee as true and lawful attorney of the Member in such respect.

- E. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, Articles of Dissolution shall be executed in duplicate, verified by the person signing the statement, and delivered to the Secretary of the State for the State of Nebraska, or as otherwise required by law.

18. **Distribution of Assets Upon Dissolution.** In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

- A. Those to creditors in the order of priority as provided by law, except those to Members of the Company on account of their contributions;
- B. Those to Members of the Company in respect of their share of the profits and other compensation by way of income on their contributions;
- C. Those to Members of the Company in respect of their contributions to capital; and
- D. The remaining assets shall be distributed to each Member based on the Member's percentage interest in the Company.

Members shall share in the Company assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions, in proportion to the respective amounts of the claims.

19. **Fiscal Year.** The fiscal year of the Company shall be from January 1 to December 31.

20. Tax Matters

A. **Tax Matters Representative.**

- (1) **Appointment; Resignation.** The Members hereby appoint **Josue Gutierrez** as Tax Matters Representative as provided in Section 6223(a) of the Internal Revenue Code (the "**Tax Matters Representative**"). The Tax Matters Representative may be removed at any time by Members holding at least a majority of the outstanding Membership interests in the Company. The Tax Matters Representative shall resign if he or she is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, the Members holding at least a majority of the outstanding Membership interests in the Company shall appoint a new Tax Matters Representative.
- (2) **Tax Examinations and Audits.** The Tax Matters Representative is authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon the receipt of a notice of final Company administrative adjustment or final Company adjustment, and shall keep the other Members reasonably informed of the status of any tax audit or resulting administrative or judicial proceeding. Without the consent of Members holding at least a majority of the outstanding Membership interests in the Company, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any taxing authority.
- (3) **Tax Returns.** The Tax Matters Representative shall cause to be prepared and timely filed all tax returns required to be filed by or for the Company.
- (4) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained or incurred as a result of any act or decision concerning Company tax matters and within the scope of such Member's responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

B. **BBA Election.**

- (1) **Prior tax years.** Intentionally omitted.
- (2) **Years in which Election under Internal Revenue Code § 6221(b) is available.** If the Company is eligible to make an election under Internal Revenue Code § 6221(b), then the Tax Matters Representative shall cause the Company to

annually elect out of the partnership audit procedures under Subchapter C of Chapter 63 of the Internal Revenue Code (as amended by the Bipartisan Budget Act of 2015 (the "BBA")) (the "BBA Procedures"), unless otherwise directed by the Members holding at least a majority of the outstanding Membership interest in the Company.

- (3) **Years in which Election under Internal Revenue Code § 6221(b) unavailable; Audit.** The Tax Matters Representative shall promptly notify the Members of the receipt of a notice of final Company adjustment and shall take such actions as directed in writing by the Members holding at least a majority of the outstanding Membership interests in the Company, including whether to (i) file a petition for readjustment in the Tax Court, federal district court, or the Court of Federal Claims, (ii) cause the Company to pay the imputed underpayment under Internal Revenue Code § 6225, or (iii) make the election under Internal Revenue Code § 6226.

If the Members holding at least a majority of the outstanding Membership interests in the Company direct the Tax Matters Representative to cause the Company to pay the imputed underpayment under Internal Revenue Code § 6225, then: (i) all Members shall take such actions as requested by the Tax Matters Representative, including filing amended tax returns and paying any tax due under Internal Revenue Code § 6225(c)(2)(A) or paying any tax due and providing applicable information to the Internal Revenue Service under Internal Revenue Code § 6225(c)(2)(B) and (ii) the Company shall use commercially reasonable efforts to make any modifications available under Internal Revenue Code § 6225(c)(3), (4), and (5).

The Tax Matters Representative shall equitably apportion any imputed underpayment among the Members (including former Members) based on their interests in the Company for the year giving rise to the imputed underpayment. In determining each Member's share of an imputed underpayment, the Tax Matters Representative shall take into account (by reducing the amount of an underpayment apportioned to a Member) any modifications to the imputed underpayment attributable to a Member under Internal Revenue Code § 6225(c)(2), (3), (4), or (5). The Tax Matters Representative shall seek payment from the Members (and former Members) for the amount of the imputed underpayment attributable to that Member or former Member, and each such Member agrees to pay such amount to the Company within thirty (30) days. Any such payment made by a Member shall not be treated as a capital contribution. Any imputed underpayment amount paid by the Company on behalf of a Member and not reimbursed by that Member shall be treated as a distribution to such Member.

- C. **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Internal Revenue Code § 6226) shall be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

21. **Unreimbursed Business Expenses of Members.** From time to time, a Member may be required to incur certain expenses related to the business operations of the Company for which the Company will not reimburse that Member. These expenses include, but are not limited to: (a) use of the Member's vehicle for travel; (b) use of a Member's computer equipment (including software purchased for business purposes) or other office equipment on behalf of the Company; or (c) charitable contributions. The unreimbursed business expenses paid from the funds of a Member shall be treated as a trade or business expense. It is the responsibility of the Member to maintain records to support any such expenditure. To the extent permitted by applicable law, Members shall be entitled to take deductions for such unreimbursed expenses on their individual income tax returns.

22. **Certain Limitations.** It is not the purpose of this Operating Agreement or the Company to exert influence in any way over the professional judgment of any Member with respect to the referral of patients between Members. Any patient referrals that may be made between the Members or any entities controlled by any of them shall be based solely upon the professional judgment and discretion of the referring Member while acting in the best interests of a patient. No amount distributed to a Member under this Agreement shall take into consideration the volume or value, if any, of referrals or business generated between the Members or entities that they control. No contribution into the Company by a Member or amount paid by a Member on behalf of the Company shall take into consideration the volume or value, if any, of referrals or business generated between the Members or entities that they control.

23. **Accounting.** The Company shall at all times during the term of its existence maintain full and accurate books of accounting maintained in accordance with generally acceptable accounting principles, in which shall be entered all the transactions of the Company. This duty may be delegated to a manager or third party. The books of account shall be kept at the principal office of the Company, and shall be open to reasonable inspection and examination by the Members and their duly authorized representatives during normal business hours. The Company shall deliver to each Member within sixty (60) days after the expiration of each Company fiscal year a statement of receipts and expenses as prepared by the Company's accountants, together with a statement reflecting the net profits or losses of the Company for such fiscal year for federal income tax purposes and each Member's allocated share of such profits.

24. **Restrictions on Power of Members.** The Members may not, without the written consent of all the Members, do any act in contravention of this Agreement or which would make it impossible to carry on the ordinary business of the Company.

25. **Indemnity.** The Company, according to provisions of law or the provisions hereof, shall obtain insurance to pay on behalf of or shall indemnify every Member, and officer and the heirs, executors, administrators, successors or assigns of such persons for all expenses actually and reasonably incurred or liability incurred by such persons in connection with the defense of any claim, suit or proceeding, civil or criminal, in which such persons may be made a party by reason of being or having been a Member, management board Member, or officer of the Company, except in relation to matters as to which such persons shall be finally adjudged in such claim, action, suit or proceeding to be liable for fraud, dishonesty or acts in bad faith. In the event of a settlement before or after action or suit, such payment or indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the persons to be indemnified were not guilty of such fraud, dishonesty or acts in bad faith. The foregoing right of payment for indemnification shall not exclude other rights to which the persons may be entitled.

26. **Identification Requirement.** The Company shall always use its full name to identify itself on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the Company.

27. **Successors.** This Agreement and all of the terms and provisions thereof shall be binding upon the Members and new Members who subsequently execute the same, and their respective legal representatives, heirs, successors and assigns.

28. **Notices.** All notices or other communications under this agreement shall be in writing and shall be considered properly given if mailed by registered or certified United States mail, postage prepaid, addressed in care of the respective Members at their last-known address. Notice of change of address shall be given to the Company by registered or certified United States mail, after the date of receipt of which notice, the change of address shall be effective. When notice is required to be given to a Member of the Company, a waiver in writing signed by the person or persons to which the notice is to be given, whether before or after the time stated in it, is equivalent to the giving of notice.

29. **Applicable Law.** This Agreement and the rights of the Members thereunder shall be construed and interpreted under the laws of the State of Nebraska.

30. **Validity.** In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect in any manner the validity of the other provisions.

31. **Amendments.** Except as to those matters requiring unanimous consent of Members, upon the approval of those Members then holding a majority in interest of the Members of the

Company, amendments to this Agreement may be adopted, and each Member shall promptly execute such amendments or other documents as the Company deems appropriate to reflect such amendments under the laws of the State of Nebraska. No amendment to this Agreement shall be made by implication.

32. **Waiver of Partition and Acceptance of Prior Acts.** Each of the Members of the Company irrevocably waives any right to maintain any action for partition with respect to the property of the Company. Each person becoming a Member, by becoming a Member, ratifies all actions duly taken by the Company, pursuant to the terms of this Operating Agreement, prior to the date such person becomes a Member.

33. **Contracts and Competition with Related Parties.** Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the Members, or any person related to any Member, from dealing with the Company as to any matter whatever, provided the terms of such dealing are fair and reasonable to the Company as determined by a majority in interest of the other Members.

34. **Entire Operating Agreement.** This is the entire operating agreement between the members. There are no other oral, written, or implied terms to this operating agreement.

IN WITNESS WHEREOF, this Operating Agreement is executed effective the 3rd day of June, 2020.

[Signature Block Follows]

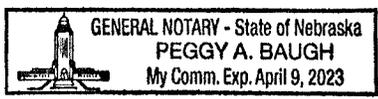


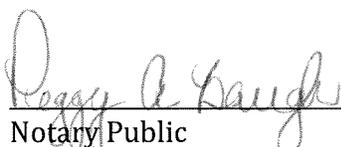
Josue Gutierrez, Member

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

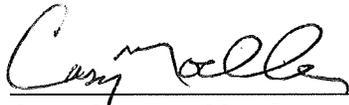
On this 3rd day of June, 2020, before me, the undersigned, a Notary Public, personally came Josue Gutierrez, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act.

WITNESS my hand and notarial seal on the date above written.





Notary Public

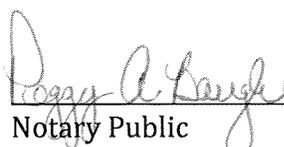


Casey Moeller, Member

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 3rd day of June, 2020, before me, the undersigned, a Notary Public, personally came Casey Moeller to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act.

WITNESS my hand and notarial seal on the date above written.



Notary Public

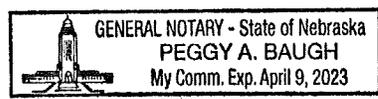


EXHIBIT "A"

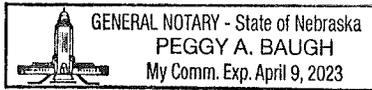
Cash contributed by the organizational members as capital:

<u>NAME & ADDRESS OF MEMBER</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>	<u>CAPITAL INTEREST</u>
Josue Guti	\$667.00 cash	66.7%
Casey Moeller	\$333.00 cash	33.3%

STATE OF NEBRASKA)
) ss
COUNTY OF Saline)

On this 30th day of June, 2020, before me, the undersigned, a Notary Public, personally came Josue Gutierrez, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the date above written.



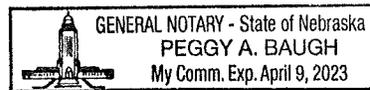
Peggy A. Baugh
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Saline)

On this 30th day of June, 2020, before me, the undersigned, a Notary Public, personally came Casey Moeller, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the date above written.

Peggy A. Baugh
Notary Public



**CERTIFICATE OF ORGANIZATION
OF
SALINE MEDICAL PLAZA, LLC**

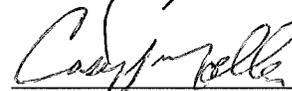
The undersigned, desiring to form a limited liability company (the "Company") for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, do hereby make this written certificate in duplicate and hereby verify:

1. **Name.** The name of the Company shall be Saline Medical Plaza, LLC.
2. **Purpose.** The Company is organized to engage in the business of real estate, as well as to do any and all actions and things convenient, expedient, ancillary or otherwise necessary to accomplish the foregoing; and to engage in any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska.
3. **Designated Office.** The address of the designated office of the Company in Nebraska shall be: 969 East Highway 33, Crete, Nebraska 68333
4. **Registered Agent.** The name and address of the Company's registered agent in Nebraska shall be Dr. Josue Gutierrez, 969 East Highway 33, Crete, Nebraska 68333. The Company may change its principal place of business, registered address and registered agent at any time and from time to time in accordance with the terms of the Act.

EXECUTED in duplicate original counterparts by the undersigned organizers on the 3rd day of June, 2020.



Josue Gutierrez, Organizer



Casey Moeller, Organizer