

DOUGLAS COUNTY, NV

2018-921726

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11/02/2018 10:22 AM

WILSON TITLE SERVICES

KAREN ELLISON, RECORDER

RECORDING COVER PAGE

APN:

Recording Requested by:
Wilson Title Services, LLC

When Recorded Mail Tax Statements to:
WALLEY'S PROPERTY OWNERS ASSOCIATION
701 Carson St., Suite 200
Carson City, NV 89701

When Recorded Mail to:
1862, LLC
2179 Gretna Rd.
Branson, MO 65616

TITLE OF DOCUMENT:

**LIMITED LIABILITY COMPANY AFFIDAVIT
[1862, LLC]**


**Limited Liability Company Affidavit
[1862, LLC]**

State of Missouri

County of Taney

Before me, the undersigned authority, personally appeared Richard C. Dowdell ("**Affiant**"), who, being duly sworn according to law, deposes and says:

1. Affiant is the sole member and manager of RCD Holdings, LLC, a Nevada limited liability company, which is a manager of 1862, LLC, a Nevada limited liability company (the "**LLC**").
2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
3. The LLC is the owner of the real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").
4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
5. RCD Holdings, LLC, by Richard C. Dowdell, its Sole Member/Manager, is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.
6. A full and correct copy of the Operating Agreement, together with any amendments thereto, of the LLC is attached on **Exhibit "B"** and incorporated herein by this reference. Affiant represents that the copy is true and correct.
7. Under penalties of perjury, Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.



Printed name: Richard C. Dowdell

This instrument was acknowledged before me on October 17, 2018 by Richard C. Dowdell, as Sole Member/Manager of RCD Holdings, LLC, a Nevada limited liability company, a Member and Manager of 1862, LLC, a Nevada limited liability company.



NOTARY PUBLIC

My commission expires: 7-1-2021

FLOYD ELLIOTT Notary Public - Notary Seal State of Missouri Commissioned for Taney County My Commission Expires: July 01, 2021 Commission Number: 13403536

Exhibit "A"

PARCEL A – TIMESHARE CABINS

Parcels O and P, as shown on the Record of Survey for David Walley's Resort (a Commercial Subdivision) recorded July 26, 2006 in Official Records Book 706, page 9384, Douglas County, Nevada.

Together with the Rights reserved in that certain Access Easement and Relocation deed recorded May 26, 2006 in Book 0506, Page 10729 as document No. 676008 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted therein.

and

Together with the Rights reserved in that certain Access Easement deed recorded July 26, 2006 in Book 0706, Page 9371 as Document No. 680633 of the Official Records of Douglas County, Nevada, and including the permanent non-exclusive easement rights granted therein.

AND

PARCEL B - TIMESHARE INTERESTS

The Time Share estates set forth in **Exhibit "A-1"** attached hereto and incorporated herein by this reference, as said term "Time Share" is defined in that certain Sixth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's dated September 24, 2014 and filed of record as Document Number 0849819 in Book 0914, Page 4388 in the Official Records of Douglas County, as corrected by the recording of the Corrected Sixth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded on NOVEMBER 2, 2018, in the Official Records of Douglas County, Nevada, in Book _____, Page _____, as Document Number 2018-921717 and all exhibits, amendments, and annexations thereto (collectively the "**Declaration**"), which Time Share consists of an undivided interest as a tenant in common in and to certain parcels of real property as set forth below:

Parcel I

An undivided 1/1,989th or 1/3,978th interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

Parcel E-I of the Final Subdivision Map LDA # 98-05 for David Walley's Resort, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000 in Book 1000 at Page 3464 as Document No. 0501638 and by Certificate of Amendment recorded November 03, 2000 in Book 1100 at Page 467 as Document No. 0502689, Official Records of Douglas County, Nevada.

Together with permanent non-exclusive easement for utilities and access for the benefit of Parcel E—I as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998 at Page 3250 as Document No. 0449574, Official Records, Douglas County, Nevada.

APN: 1319-15-000-015

Parcel II

An undivided 1/1,224th or 1/2,448th interest in and to the combined situate in the County of Douglas, State of Nevada, with such parcels more fully described as follows:

Adjusted Parcel F a parcel of land located within a portion of the west one-half of the northeast one-quarter (W 1/2 NE 1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937;

thence South 57°32' 32" East, 640.57 feet to the point of beginning;
thence North 80°00'00" East, 93.93 feet;
thence North 35°00'00" East, 22.55 feet;
thence North 10°00'00" West, 92.59 feet;
thence North 80°00'00" East, 72.46 feet;
thence South 10°00'00" East, 181.00 feet;
thence South 80°00'00" West, 182.33 feet;
thence North 10°00'00" West, 72.46 feet to the point of beginning.

The foregoing also being illustrated as Adjusted Parcel F on Record of Survey for Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998 at Page 3261 as Document No. 449576.

APN: 1319-22-000-021

Parcel III

An undivided 1/1,224th or 1/2,448th interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

Adjusted Parcel G) a parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2 SE1/4) of Section 15, Township 13, North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of the Recorder, Douglas County, Nevada as Document No. 540898;

thence North 50°04'37" East, 935.90 feet to the Point of Beginning;
thence South 88°38'16" East, 105.55 feet;
thence South 01°21'44" West, 203.97 feet;
thence North 88°38'16" West, 105.55 feet;
thence North 01°21'44" East, 203.97 feet to the Point of Beginning.

The foregoing also being illustrated as Adjusted Parcel G as shown on that Record of Survey to Support a Boundary Line Adjustment recorded September 20, 2002 in the Office of the Douglas County Recorder as, in Book 902, Page 6258 as Document No. 0552536.

APN: 1319-15-000-020

Parcel IV

An undivided 1/1,224th or 1/2,448th in and to all the combined property situate in the County of Douglas, State of Nevada, and comprised of the following Parcels H, I, J, K, L and M.

Adjusted Parcel H a parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2 SE1/4) of Section 15, Township 13, North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 15 and 22, T.13N., R.19E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey for David Walley's Resort, a commercial subdivision, recorded April 29, 2002 in the office of the Recorder, Douglas County, Nevada as Document No. 540898;

thence North 46°23'33" East, 970.95 feet to the Point of Beginning;
thence North 40°16'02" East, 49.09 feet;
thence South 49°43'58" East, 103.54 feet;
thence South 40°16'02" West, 49.09 feet;
thence North 49°43'58" West, 103.54 to the Point of Beginning

The foregoing also being illustrated as Adjusted Parcel H as shown on that Record of Survey to Support a Boundary Line Adjustment recorded September 19, 2005 in the Office of the Douglas County Recorder, in Book 905, Page 6557 as Document No. 655402.

APN: 1319-15-000-022

and

Parcel I as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on May 26, 2006 in Book 0506 at Page 10742 as Document No. 0676009, Official Records of Douglas County, Nevada.

APN: 1319-15-000-023

and

Adjusted Parcel J as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

APN: 1319-15-000-029

and

Parcel K as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

APN: 1319-15-000-030

and

Parcels L and M (as shown on that Record of Survey for David Walley's Resort, a Commercial Subdivision, Walley's Partners Ltd. Partnership, filed for record with the Douglas County Recorder on July 26, 2006 in Book 0706 at Page 9384 as Document No. 0680634, Official Records of Douglas County, Nevada.

APN: 1319-15-000-031

APN: 1319-15-000-032

Together with Together with permanent non-exclusive easement for utilities and access for the benefit of Parcel E—
l as set forth in Quitclaim Deed recorded September 17, 1998 in Book 998 at Page 3250 as Document No. 0449574,
Official Records, Douglas County, Nevada.

and

Together with the Rights reserved in that certain Access Easement and Relocation deed recorded May 26, 2006 in
Book 0506, Page 10729 as document No. 676008 of the Official Records of Douglas County, Nevada, and including
the permanent non-exclusive easement rights granted therein.

Exhibit "A-1"

None

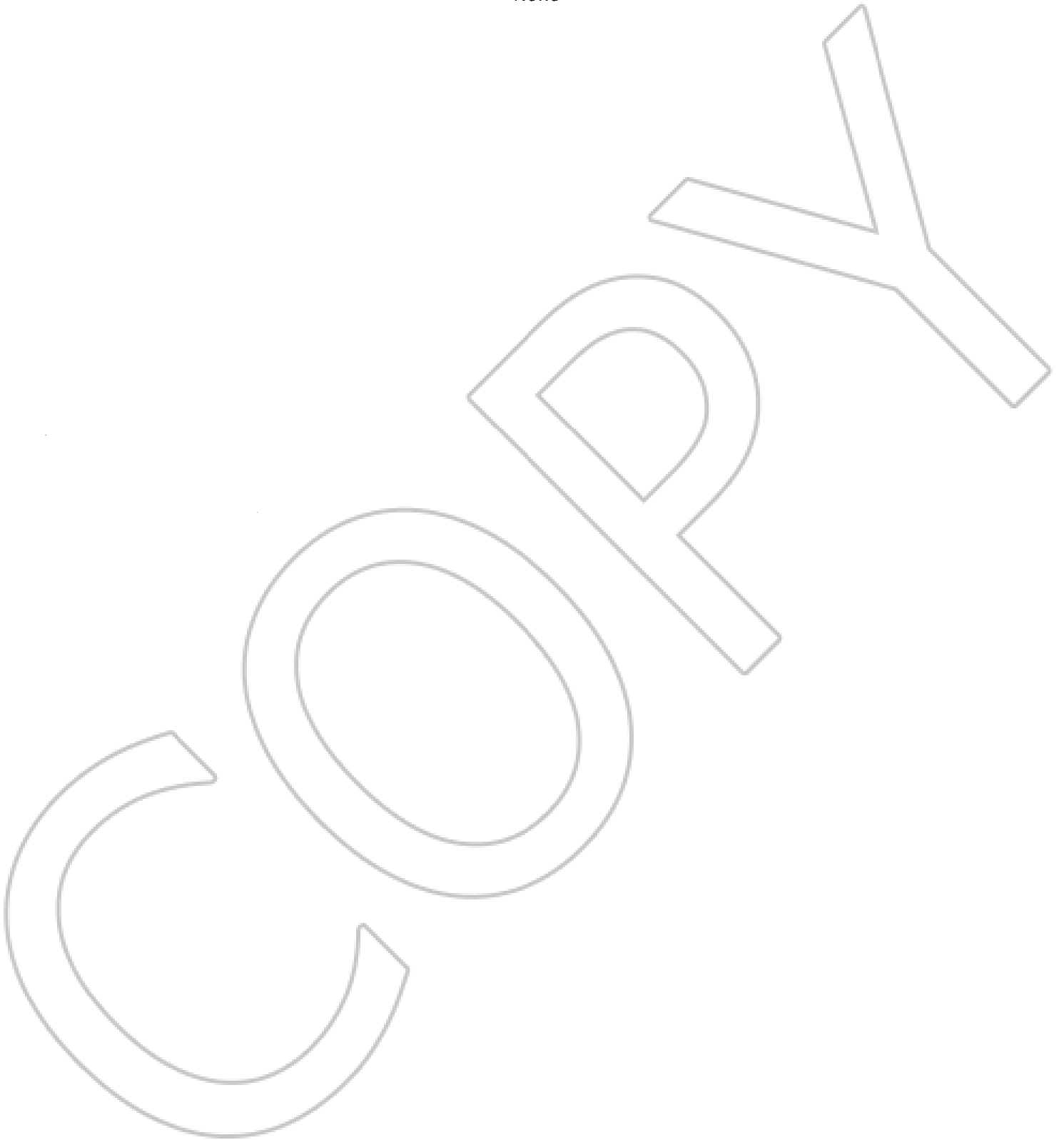


Exhibit “B”

[Operating Agreement & Amendments, if any]



**OPERATING AGREEMENT OF
1862, LLC**

THIS OPERATING AGREEMENT OF 1862, LLC, is executed as of this 15th day of October, 2010 by and between DJoyce Holdings, LLC; PJoyce Holdings, LLC; DAA Holdings, LLC; and RCD Holdings, LLC (collectively, the "Members").

WHEREAS, on August 3, 2010, Chad L. Cumming Jr. (the "Organizer") formed a limited liability company pursuant to and under the provisions of the Nevada Limited Liability Company Act, Nev. Rev. Stat. Ann. § 86.010, as amended (the "Act"), by having the Articles of Organization of Company filed with the Secretary of State of Nevada; and

WHEREAS, the Member and the Company deem it important and in the best interest of the Company that the operating agreement of the company containing certain rules regarding the management and operations of the Company be stated in its entirety to reflect the revised membership of the Company;

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I - OPERATING AGREEMENT ADOPTION: PRIORITY OF AUTHORITIES

Section 1.1. Operating Agreement Adoption. The Members agree that this Operating Agreement (the "Agreement") is hereby adopted by the Company to govern the internal business and affairs of the Company, and that all actions taken by the Organizer of the Company are hereby ratified, adopted, and approved.

Section 1.2. Priority of Authorities. The terms and provisions of this Agreement shall be controlling except to the extent the terms and provisions hereof are in direct conflict with the Articles of Organization of the Company, as now in existence and as amended from time to time (the "Articles"), or the Act, in which event the provisions of the latter document or law shall be controlling.

Section 1.3 Purpose of Company. The nature of the business of the Company, and the objects or purposes proposed to be transacted, promoted or carried on by it, are as follows: (1) to conduct any and all business related to the development and sales of real estate; and (2) to conduct any other business not contrary to law.

ARTICLE II - OFFICES; RESIDENT AGENT

Section 2.1. Offices. The Company's location and municipal address of the company's registered office in the State of Nevada shall be set forth in the Articles, until changed as provided by the Act. The Company shall continuously maintain a registered office in the State of Nevada. The Company may also have such other offices and places of business, within or without the State of

Nevada, as the Members may determine from time to time or as the business of the Company may require.

Section 2.2. Resident Agent. The name and address of the Company's registered agent in the State of Nevada shall be as set forth in the Articles until changed as provided by the Act.

ARTICLE III - MANAGERS

Section 3.1 Managers.

(i) The management of the Company's business shall be vested exclusively in a Manager or Managers elected by the Members. The Members hereby elect PJoyce Holdings, LLC; DAA Holdings, LLC; and RCD Holdings, LLC as the initial Managers. Any single Manager shall have the authority to sign agreements and other instruments on behalf of the Company without the joinder of any other member or other persons.

(ii) The Managers shall be elected by the affirmative vote of the majority of interest of the Members in the Company represented at the meeting and entitled to vote on the subject matter at the annual meeting of the Members or at a special meeting of the members called for that purpose. The Managers shall hold office for the term for which they are elected and until their successor have been elected and qualified.

(iii) The Managers shall be obliged to devote only as much of their time to the Company's business as shall be reasonably required in light of the Company's business and objectives. Each Manager shall perform his duties as a manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of being or having been a manager of the Company.

(iv) The number of Managers shall be at least one (1) and no more than three (3), each of which who need not be a Member of the Company or resident of Nevada.

(v) In performing his duties, each Manager shall be entitled to rely on information, opinions, reports, or statements of the following persons or groups unless he has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) one or more employees or other agents of the Company whom the Managers reasonably believe to be reliable and competent in the matters presented;

(b) any attorney, public accountant, or other person as to matters which the Managers reasonably believe to be within such person's professional or expert competence; or

(c) a committee upon which he does not serve, duly designated in accordance with a provision of the Articles or this Agreement, as to matters within its designated authority, which committee the Managers reasonably believe to merit competence.

(vi) The Managers are agents of the Company for the purpose of its business, and the act of the Manager(s), including the execution in the Company name of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles or this Agreement or unless the Managers so acting otherwise lacks the authority to act for the Company and the person with whom he is dealing has knowledge of the fact that he has no such authority.

Section 3.2 Powers of the Managers. Each Manager shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the day-to-day management and conduct of the Company's business.

Any single Manager may exercise all powers of the Company and do all such lawful acts and things as are not forbidden by statute, the Act, the Articles or this Agreement, directed or required to be exercised or done by the Members. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any single Manager. All instruments, contracts, agreements and documents of whatsoever type executed on behalf of the Company shall be executed in the name of the Company by any single Manager.

Section 3.3 Salaries. The Company may pay to the Manager(s), Member or other person, a salary as compensation for their services rendered to the Company. Such salaries shall be treated as expenses of the Company and shall not be deemed to constitute distributions to the recipient of any profit, loss or capital of the Company.

Section 3.4 Resignation of a Manager. A Manager may resign from his position as a manager at any time by notice to the Members. Such resignation shall become effective as set forth in such notice.

ARTICLE IV - MEETINGS OF THE MEMBERS

Section 4.1. Place. Meetings of the Members may be held anywhere, either within or without the State of Nevada, as may be determined from time to time by the Members.

Section 4.2. Meetings. Meetings of the Members for any purpose or purposes may be called by any of the Members. Such request shall state the purpose or purposes of the meeting.

Section 4.3. Notice. Not less than five (5) nor more than thirty (30) days before any meeting of the Members, written or printed notice stating the time and place thereof and, if a meeting, the purpose or purposes of which such meeting is called, shall be served upon or mailed to each Member entitled to vote thereat, at the address of such Member as provided in this Agreement.

Section 4.4. Quorum and Voting. Members owning a majority in interest of the Company present in person or by written proxy shall constitute a quorum. When a quorum is present, the vote of Members owning at least a majority of the interests which are present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which, under express provision of law, the Articles, or this Agreement, a different vote is required, in which case such express provision shall govern and control the decision of such question. Members shall have a vote equal to their interests in the Company.

Section 4.5. Proxies. At any meeting of the Members, a Member may vote by proxy entered in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be presented at the time of the meeting. Unless otherwise provided therein, a proxy shall not be valid more than three (3) months after the date of its execution.

Section 4.6. Waiver of Notice. Whenever written notice is required to be given to the Members, a written waiver thereof signed by any Member entitled to such notice (whether, in the case of notice of a meeting, the written waiver thereof is signed before or after the meeting) shall be in all respects tantamount to notice. A Member's attendance in person at any meeting of the Members shall for all purposes constitute waiver of notice thereof unless the Member attends the meeting for the sole purpose of objecting to the transaction of any business thereat because the meeting is not lawfully called or convened and unless such Member so objects at the beginning of the meeting and does not otherwise participate therein.

Section 4.7. Consent of Members in Lieu of Meeting. Any action required to or which may be taken at any meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members.

Section 4.8. Participation by Means of Communication Equipment. Any Member may participate in any meeting of the Members by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear and speak to each other. Such participation shall constitute presence in person at such meeting.

ARTICLE V - CAPITAL AND CAPITAL ACCOUNTS

Section 5.1. Capital Contributions. DJoyce Holdings, LLC shall contribute to the capital of the Company an amount in cash equal to \$16.50. PJoyce Holdings, LLC shall contribute to the capital of the Company an amount in cash equal to \$16.50. DAA Holdings, LLC shall contribute to the capital of the Company an amount in cash equal to \$33. RCD Holdings, LLC shall contribute to the capital of the Company an amount in cash equal to \$33.

Section 5.2. Additional Capital Contributions. The Members shall not be obligated to contribute additional funds to the Company unless agreed by all of the Members.

Section 5.3. Interests in the Company. DJoyce Holdings, LLC's interest in the Company shall be 16.67 %. PJoyce Holdings, LLC's interest in the Company shall be 16.67 %. DAA Holdings, LLC's interest in the Company shall be 33.33 %. RCD Holdings, LLC's interest in the Company shall be 33.33 %.

Section 5.4. Capital Accounts. Capital accounts shall be established and maintained for each Member in accordance with tax accounting principles and, to the extent they provide otherwise, with valid regulations issued by the U.S. Treasury Department under Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 5.5. Failure to Make Capital Contributions. The interest of a Member who fails to make any required capital contribution or other payment to the Company shall be reduced upon failure to make such contribution or payment.

ARTICLE VI - COMPANY PROFIT AND LOSS

Section 6.1. Division. All income, gain, deductions, credits and losses of the Company shall be charged or credited wholly to the capital accounts of the Members in accordance with their respective interest.

ARTICLE VII - MANAGEMENT REPORTS AND DISTRIBUTIONS

Section 7.1. Reports. Promptly after the end of the Company's fiscal year, there shall be prepared and delivered to the Members, statements showing the results of operations during such fiscal year period and a balance sheet showing the Company's assets and liabilities at the close of the fiscal year period and a statement of income showing the results of the Company's operations and "net profit" for the fiscal year (the "Report"). The Managers shall design the form of the Report and the format and contents thereof.

Section 7.2. Distributions to Members. Within thirty (30) days after the Report shall have been made in accordance with Section 7.1, the Managers shall determine the amount of cash to be retained by the Company which is reasonably necessary to enable it to pay its obligations as they become due, to perform all required projects and otherwise meet the budgeted requirements for the ensuing year. The remainder shall be distributed to the Members in accordance with their respective interests.

Section 7.3. Interim Withdrawals. During any calendar year, the Members may make withdrawals on an interim basis, per month or per quarter, in such amounts as they may mutually determine, against the annual distributions of income, or other special allocation, if any, to be made.

ARTICLE VIII - BOOKS AND RECORDS

Section 8.1. Books and Records. The books and records of the Company shall be kept at 3179 Gretna, Branson, Missouri or at such other places, within or without the State of Nevada, as Members shall from time to time determine. The following shall be kept at the Company's registered office: (a) A current list of the full name and last known business address of each member and manager, separately identifying the members in alphabetical order and the managers, if any, in alphabetical order; (b) A copy of the filed articles of organization and all amendments thereto, together with signed copies of any powers of attorney pursuant to which any record has been signed; and (c) Copies of any then effective operating agreement of the Company.

Section 8.2. Right of Inspection. Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of the Company and to make copies thereof at such Member's expense. Such inspection may be made by any agent or attorney of the Member.

ARTICLE IX - TRANSFERS OF INTERESTS; ADDITIONAL MEMBERS

Section 9.1. Transfers. A Member may assign or transfer its interest in the Company, subject to the Buy-Sell Agreement dated of an event date herewith; however, an assignee or transferee shall not become a Member unless assignee or transferee complies with Section 9.4 below. Absent such consent, an assignee or transferee is entitled to receive only the share of income, gain deductions, credits and losses and the return of contributions to which the assigning or transferring Member would otherwise be entitled.

Section 9.2. Additional Members. Additional Members may be admitted to the Company only upon the written consent of Members owning at least a majority of the interests in the Company and upon compliance with Section 9.4 below.

Section 9.3. Limitations. Assignments and transfers of interests in the Company shall be subject to, and the assignee or transferee shall acquire the assigned or transferred Company interest subject to, all of the terms and provisions of this Agreement. An assignment or transfer of an interest in the Company shall not relieve the assigning or transferring Member from its duties and obligations to the Company unless all of the other Members agree in writing to release such Member.

Section 9.4. Membership of Assignee, Transferee or Additional Member. No assignee, transferee or additional Member shall become a Member until such assignee, transferee or additional Member shall have:

- (a) become a party to, and adopted all of the terms and conditions of, this Agreement;
- (b) if such assignee, transferee or additional Member is a corporation, partnership (general or limited), trust or limited liability company, provided all the other members with evidence satisfactory to counsel for the Company of such assignee's, transferee's or

additional Member's authority to become a Member under the terms and provisions of this Agreement; and

(c) paid or agreed to pay the costs and expenses incurred by the Company in connection with such assignee's, transferee's or additional Member's becoming a Member; provided however, that for the purpose of allocating Company income, gain, deductions, credits or losses, an assignee, transferee or additional Member shall be treated as having become, and as appearing in the records of the Company as a Member on such date as the assignment or transfer was consented to pursuant to Section 9.1 hereof or on such date as the admittance of the additional Member was consented to pursuant to Section 9.2 hereof.

ARTICLE X - DISSOLUTION OF THE COMPANY

Section 10.1. Dissolution. The Company shall be dissolved when all of the Members agree in writing to dissolve the Company. Further, upon the bankruptcy, dissolution, death or withdrawal of a Member, or upon the sale or other assignment or transfer by a Member of its interest in the Company to a party who is not a Member, the Company shall immediately be dissolved unless the Company is continued by the unanimous consent of the remaining Member(s). Nothing in this Agreement shall impair, restrict or limit the rights and powers of the Members under the laws of the State of Nevada and any other jurisdiction in which the Company is doing business to reform and reconstitute themselves as a limited liability company following the dissolution of the Company either under provisions identical to those set forth herein or under any other provisions.

Section 10.2. Liquidation. As soon as possible after a dissolution of the Company becomes effective, the Members shall wind up the Company's business and affairs. In this regard:

- (a) to the extent the Members deem appropriate, all material, equipment, and real and personal property of the Company of any kind or nature shall be sold for cash and the proceeds thereof shall be credited to the Members' capital accounts;
- (b) the Members shall:
 - (i) pay all of the Company's debts, liabilities and obligations to its creditors (including Members who may also be creditors); and
 - (ii) pay all expenses incurred in connection with the dissolution and liquidation of the Company and distribution of its assets as herein provided;
- (c) the Members shall ascertain the fair market value by appraisal or other reasonable means of all assets of the Company remaining unsold, and each Member's capital account shall be charged or credited, as the case may be, as if such property had been sold at such fair market value and the gain or loss realized thereby had been allocated to and among the Members;
- (d) on or as soon as practicable after the effective date of the dissolution, all remaining cash and all other assets of the Company not sold pursuant to the preceding

subsections of this Section 10.2 shall be distributed first to any former Member who has withdrawn to the extent he has not been paid the fair value of his interest as of the date of his withdrawal and second to the Members in proportion to and to the extent of the positive balances in the Members' capital accounts, provided that the various items distributed to the respective Members shall be distributed subject to such liens, encumbrances, restrictions, contracts, operating agreements, obligations, commitments or undertakings as existed with respect to such items at the time they were acquired by the Company or were subsequently created or entered into by the Company and which have not been vacated, satisfied or released; and

(e) in lieu of distributing any remaining properties to the Members, the Members may sell all of such properties for cash and, after satisfying the debts, liabilities and obligations of the Company, distribute such cash to the Members in the same proportions set forth in subsection (d) above.

ARTICLE XI - INCOME TAX AND ELECTIONS

Section 11.1. Accounting Method. The accounting method of the Company shall be the accrual basis and the Company's books of account shall utilize this method for income tax reporting purposes. The Managers shall cause the Company to elect the calendar year as its taxable year.

Section 11.2. Restriction. No election shall be made by the Company to be excluded from the application of the provisions of Subchapter K of the Code.

Section 11.3. Other Elections. The Members shall have the right to make or not to make, in good faith, such other elections as are authorized or permitted by any law or regulation for income tax purposes.

Section 11.4. Tax Matters Partner. PJoyce Holdings, LLC shall be the "Tax Matters Partner," as such term is defined in the Code, for the Company.

ARTICLE XII - INDEMNIFICATION OF MEMBERS, EMPLOYEES AND AGENTS

Section 12.1. Actions by Third Persons. To the extent and in the manner permitted by the laws of the State of Nevada, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses (including but not limited to attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable

cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 12.2. Actions by the Company. To the extent and in the manner permitted by the laws of the State of Nevada, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses (including but not limited to attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 12.3. Determination. Any indemnification under the provisions of Section 12.1 or 12.2 of this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 or 12.2 of this Article. Such determination shall be made:

- (i) by the Members by a majority vote of a quorum consisting of Members who were not parties to such action, suit or proceeding; or
- (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Members so directs, by independent legal counsel in a written opinion.

Section 12.4. Expense Advances. Expenses incurred by a Member in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such officer or Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by the provisions of this Article. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Members deem appropriate.

Section 12.5. Insurance. The Company may, to the full extent permitted by the laws of the State of Nevada, but only to such extent as may be determined by the Members, purchase and maintain insurance on behalf of any person who is or was a Member, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or

agent of another limited liability company, corporation, partnership, joint venture trust or other enterprise against any liability asserted against and incurred by him in any such capacity or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article.

Section 12.6. Continuation of Indemnification. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be a Member, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XIII - AMENDMENTS

Section 13.1. Amendments. Any Member may propose an amendment or amendments to the Articles or this Agreement. No amendment shall become effective unless approved in writing by Members owning a majority in interest in the Company unless such amendment would make a change to the percentage approval requirements for an action as set forth in the Articles, this Agreement or the Act in which case such amendment shall become effective only if approved in writing by Members having that percentage of interest required for approval of such action; provided, however, that no amendment to Articles IV, VI, and VII of the Articles and Sections 4.1 and 4.3 hereof shall be effective unless approved by all of the Members.

ARTICLE XIV - GENERAL PROVISIONS

Section 14.1. Duality of Interest Transactions. Members of the Company have a duty of undivided loyalty to the Company in all matters affecting the Company's interests.

Section 14.2. Anticipated Transactions. Notwithstanding the provision of Section 14.1 hereof, it is anticipated that the Members of the Company will have other legal and financial relationships. Representatives of the Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that the Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

Section 14.3. Entire Agreement. This Agreement and the Articles embody the entire understanding and agreement among the Members concerning the Company, and supersede and all prior negotiations, understandings or agreements in regard thereto.

Section 14.4. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument.

Section 14.5. Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

Section 14.6. Binding Effect. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, trustees, successors and assigns.

Section 14.7. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

Section 14.8. Reimbursement of Managers and Members. The Managers of the Company and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

Section 14.9. Members: Operating Agreement. As used herein, the term "Member" or "Members" shall include all assignees and transferees of interests who are admitted as Members or persons who become Members under the provisions of Article IX hereof. As used herein, the term "Agreement" shall include this Agreement as it may be amended from time to time.

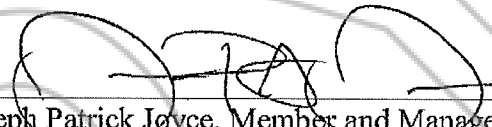
Section 14.10. Headings. All headings and other titles and captions used in this Agreement are for convenience only and shall not be considered in construing or interpreting any provision of this Agreement.

[Remainder of Page Intentionally Blank; Signatures to Follow.]

SIGNATURE PAGE
TO
OPERATING AGREEMENT

UNANIMOUSLY ADOPTED by the Members of the Company on this 1st day of October, 2010.

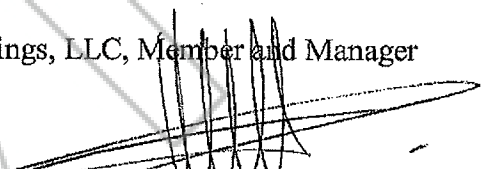
PJoyce Holdings, LLC, Member and Manager

By: 
Joseph Patrick Joyce, Member and Manager

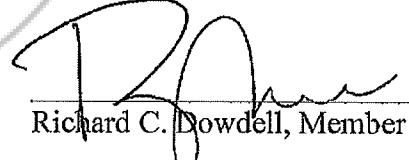
DJoyce Holdings, LLC, Member

By: Dawn M Joyce
POA
Dawn Joyce, Member and Manager

DAA Holdings, LLC, Member and Manager

By: 
Warren A. Abbott, Member and Manager

RCD Holdings, LLC, Member and Manager

By: 
Richard C. Dowdell, Member and Manager

**FIRST AMENDMENT TO
OPERATING AGREEMENT
OF
1862, LLC
(the "Company")**

This First Amendment to Operating Agreement of the Company is executed by all Members and Managers of the Company as of January 1, 2013 (the "Effective Date").

As evidenced by their signatures below, the Members and Managers of the Company do hereby modify and amend the Operating Agreement of the Company to the limited extent necessary in order to provide for the following:

1. As evidenced by their signatures below, the parties hereto agree that:
 - a. the equity ownership interests of the Members identified below are hereby redeemed by the Company in full;
 - b. 100% of the equity ownership interests in and to the Company is, from the date hereof, irrevocably and unconditionally vested in VPG Holding Company, LLC;
 - c. As of the Effective Date, VPG Holding Company, LLC is hereby designated and acknowledged as the sole Member of the Company; and
 - d. consistent with the reorganization set forth herein, equity ownership interests in and to VPG Holding Company, LLC are, contemporaneously herewith, being issued and conveyed to the Members identified below in those percentages and subject to those terms and conditions set forth in that First Amended and the Restated Operating Agreement of VPG Holding Company, LLC.
2. All prior members of the Company hereby acknowledge, agree and understand that they no longer directly hold or possess any direct equity ownership interests in and to the Company. Rather, all prior members of the Company acknowledge that they directly own and possess equity ownership interests in and to VPG Holding Company, LLC pursuant to the redemption, exchange and reorganization evidenced hereby.
3. All parties hereto consent to the transaction set forth herein and waive any and all first rights of refusal, preemptive rights, and other conditions precedent of whatever nature that might otherwise be required to be fulfilled in order to accomplish the goals and purposes of the transaction described herein.

4. As evidenced by its signature below, VPG Holding Company, LLC acknowledges the terms and conditions of the Operating Agreement and agrees to be bound thereby.
5. Except as modified hereby, the terms and conditions of the operating agreement remain legal, valid and binding obligations that are enforceable in accordance with their terms.

This agreement is executed as of the date first referenced above.

DAA HOLDINGS, LLC

By: _____

Darren Abbott, Sole Member and Manager

RCD HOLDINGS, LLC

By: _____

Richard Dowdell, Sole Member & Manager

PJOYCE HOLDINGS, LLC

By: _____

Joseph Patrick Joyce, Sole Member &
Manager

DJOYCE HOLDINGS, LLC

By: _____

Dawn Joyce, Sole Member & Manager

VPG Holding Company, LLC executes this document in order to evidence its agreement to be bound by the terms and conditions of the Operating Agreement.

VPG Holding Company, LLC

BY:



Joseph Patrick Joyce, Manager

BY:



Richard Dowdell, Manager

BY:



Darren Abbott, Manager