

Erik F. Stidham (ISB #5483)
Jennifer M. Jensen (ISB #9275)
Zachery J. McCraney (ISB #11552)
HOLLAND & HART LLP
800 W. Main Street, Suite 1750
Boise, ID 83702-5974
Telephone: 208.342.5000
Facsimile: 208.343.8869
E-mail: efstidham@hollandhart.com
jmjensen@hollandhart.com
zmccraney@hollandhart.com

Counsel for Plaintiffs

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

ST. LUKE'S HEALTH SYSTEM, LTD; ST.
LUKE'S REGIONAL MEDICAL CENTER,
LTD; CHRIS ROTH, an individual;
NATASHA D. ERICKSON, MD, an
individual; and TRACY W. JUNGMAN, NP,
an individual,

Plaintiffs,

vs.

AMMON BUNDY, an individual; AMMON
BUNDY FOR GOVERNOR, a political
organization; DIEGO RODRIGUEZ, an
individual; FREEDOM MAN PRESS LLC, a
limited liability company; FREEDOM MAN
PAC, a registered political action committee;
and PEOPLE'S RIGHTS NETWORK, a
political organization and an unincorporated
association,

Defendants.

Case No. CV01-22-06789

**DECLARATION OF ERIK F. STIDHAM
IN SUPPORT OF MOTION FOR
HEARING ON DAMAGES BEFORE A
JURY RELATING TO DEFAULTED
DEFENDANTS AMMON BUNDY,
AMMON BUNDY FOR GOVERNOR,
AND PEOPLE'S RIGHTS NETWORK**

I, Erik F. Stidham, being first duly sworn upon oath, depose and state as follows:

1. I am an attorney with the firm of Holland & Hart LLP (“Holland & Hart”) and serve as counsel for the Plaintiffs in this case. I make this declaration based on my personal knowledge.

2. Documents produced by Prime Corporate Services, a company specializing in forming business entities, indicate that Bundy is actively setting up shell corporations to hold Wyoming trusts into which he is transferring substantial assets. *See* exhibits attached.

3. Aaron Welling is an associate and friend of Ammon Bundy. Mr. Welling served as Ammon Bundy’s Treasurer for the Ammon Bundy for Governor Campaign.

<https://apnews.com/article/arrests-campaigns-idaho-boise-ammon-bundy-4b7093b0e3bac1cad083320a93f9200c> (“Aaron Welling, Bundy’s campaign treasurer . . .”)(last visited May 9, 2023).

4. Attached hereto as **Exhibit A** is a copy of an Operating Agreement of White Barn Enterprises LLC. This is a true and correct copy of a document produced in this litigation by Prime Corporate Services. At paragraph 1.1 of the Operating Agreement, Aaron K. Welling is listed as “Manager(s) of the Company”.

5. Attached hereto as **Exhibit B** is an IRS document assigning an Employer Identification number for White Barn Enterprises LLC. This is a true and correct copy of a document produced in this litigation by Prime Corporate Services. On the first page of the document Aaron K. Welling is identified as the “Sole” Member and contact for Farmhouse Holdings LLC.

6. Attached hereto as **Exhibit C** is the Operating Agreement of Farmhouse Holdings LLC, a Wyoming holding company. This is a true and correct copy of a document produced in this litigation by Prime Corporate Services. At paragraph 1.1, Aaron K. Welling is identified as “Manager(s) of the Company.”

7. Attached hereto as **Exhibit D** is an IRS document assigning an Employer Identification number for Farmhouse Holdings LLC. This is a true and correct copy of a document produced in this litigation by Prime Corporate Services. On the first page of the document, Aaron K. Welling is identified as the Member and contact for Farmhouse Holdings LLC.

8. Attached hereto as **Exhibit E** is a string of email correspondence involving Aaron K. Welling and advisors of Prime Corporate Services dated from December 13-14, 2022 with the subject line “Where to move current assets”. This is a true and correct copy of email documents produced in this litigation by Prime Corporate Services. In an email dated December 13, 2022 to Prime Corporate Services, Welling writes “I am sure you explained it to me but I can not [sic] recall and my office is ready to move all the existing assets for current business to new LLCs. Are we moving the assets to White Barn Enterprises or Farm House Holdings?”

9. In a responsive email dated December 14, 2022 12:44 PM contained in Exhibit E, Prime Corporate Services discloses a third entity involved in this strategy, Potters Construction FHB LLC set up as a subsidiary to Farmhouse Holdings. Further in an email dated December 14, 2022, Prime Corporate Services indicates that the “WY Holding Company [Farmhouse] is for Anonymity and privatization. People can’t see you as the member on your LLC in WY or your

mailing address. The Trust has beneficial ownership in the WY LLC has as a subsidiary can now roll up in the Trust and avoid probate.”

10. Attached hereto as **Exhibit F** is a true and correct copy of a document taken from the Idaho Secretary of State website relating to Potters Construction FHB LLC, listing Farmhouse Holdings LLC as governor.

11. Attached hereto as **Exhibit G** is a true and correct copy of a document taken from the Idaho Secretary of State website relating to White Barn Enterprises LLC listing Farmhouse Holdings LLC as governor.

12. On October 12, 2022, the Court entered an order requiring Ammon Bundy to pay \$5,325,53 in attorney’s fees owing to his failure to comply with a Court Order. Bundy refused to pay the amount sanctioned. In turn a Writ of Execution was issued against Bundy on November 3, 2022 and a lien placed on his residence. In early December 2022, Bundy transferred ownership of his property located at 4615 Harvest Lane, Emmett, Idaho which required him to pay off his lien. Attached hereto as **Exhibit H** is a true and correct copy of payoff documentation from the title company reflecting that Bundy was transferring his property to Buyer/Seller White Barn Enterprises LLC.

13. The website Zillow reflects an estimated value of \$1,182,700 for the property at 4615 Harvest Ln, Emmett Idaho 83617. See https://www.zillow.com/homes/4615-Harvest-Ln-Emmett,-ID-83617_rb/228892166_zpid/ (last visited May 9, 2023).

I declare under penalty of perjury of the laws of the State of Idaho that the foregoing is true and correct.

Executed this 9th day of May, 2023.

/s/ Erik F. Stidham

Erik F. Stidham

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of May, 2023, I caused to be filed and served, via iCourt, a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Ammon Bundy for Governor
P.O. Box 370
Emmett, ID 83617

- U.S. Mail
- Hand Delivered via Process Server
- Overnight Mail
- Email/iCourt/eServe:

Ammon Bundy for Governor
c/o Ammon Bundy
4615 Harvest Ln.
Emmett, ID 83617-3601

- U.S. Mail
- Hand Delivered via Process Server
- Overnight Mail
- Email/iCourt/eServe:

Ammon Bundy
4615 Harvest Ln.
Emmett, ID 83617-3601

- U.S. Mail
- Hand Delivered via Process Server
- Overnight Mail
- Email/iCourt/eServe:

People's Rights Network
c/o Ammon Bundy
4615 Harvest Ln.
Emmett, ID 83617-3601

- U.S. Mail
- Hand Delivered via Process Server
- Overnight Mail
- Email/iCourt/eServe:

People's Rights Network
c/o Ammon Bundy
P.O. Box 370
Emmett, ID 83617

- U.S. Mail
- Hand Delivered via Process Server
- Overnight Mail
- Email/iCourt/eServe:

Freedom Man Press LLC
c/o Diego Rodriguez
1317 Edgewater Dr. #5077
Orlando, FL 32804

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Freedom Man Press LLC
c/o Diego Rodriguez
9169 W. State St., Ste. 3177
Boise, ID 83714

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Freedom Man PAC
c/o Diego Rodriguez
1317 Edgewater Dr., #5077

- U.S. Mail
- Hand Delivered
- Overnight Mail

DECLARATION OF ERIK F. STIDHAM IN SUPPORT OF MOTION FOR HEARING ON DAMAGES BEFORE A JURY RELATING TO DEFAULTED DEFENDANTS AMMON BUNDY, AMMON BUNDY FOR GOVERNOR, AND PEOPLE'S RIGHTS NETWORK - 6

Orlando, FL 32804

Diego Rodriguez
1317 Edgewater Dr., #5077
Orlando, FL 32804

- Email/iCourt/eServe:
- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:
freedommanpress@protonmail.com

/s/ Erik F. Stidham

Erik F. Stidham
OF HOLLAND & HART LLP

21448303_v1

Exhibit A

OPERATING AGREEMENT OF White Barn Enterprises LLC

A Idaho Limited Liability Company

This Operating Agreement of White Barn Enterprises LLC, a limited liability company (the “Company”), formed under and organized pursuant to the Idaho Limited Liability Company Act (hereinafter referred to as the “Act”), is entered effective as of 07/20/2022 (the “Effective Date”), by and between the Company, Managers, and Members.

I. FORMATION

- 1.1. Organization. The Members have organized the Company as a Idaho Limited Liability Company pursuant to the provisions of the Act, Idaho Code Annotated. The Members hereby confirm that they have appointed Aaron K Welling as Manager(s) of the Company.
- 1.2. Company Operating Agreement, Effect of Inconsistencies with Act. For and in consideration of the mutual covenants contained in this Operating Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and the Company hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the parties that this Operating Agreement shall govern, even when it is inconsistent with, or different from, the provisions of the Act or any other applicable law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the smallest degree possible to make the Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be valid from the effective date of such interpretation or amendment. The Members and Managers shall be entitled to rely on the provisions of this Operating Agreement, and the Members and Managers shall not be liable to the Company for any act or refusal to act taken in good faith reliance on the terms of this Operating Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members shall be those set forth in this Operating Agreement, which is intended to govern the relationship between the Company, the Managers, and the Members, notwithstanding any provision of the Act or other applicable law to the contrary.
- 1.3. Name. The name of the Company is White Barn Enterprises LLC, and all business of the Company shall be conducted under that name or under any other fictitious name reserved by the Company, but in any case, only to the extent permitted by applicable law.
- 1.4. Term. The term of the Company shall be perpetual until it is dissolved, and its affairs wound up in accordance with the Act or this Operating Agreement.
- 1.5. Resident Agent and Registered Office. The address that the Secretary of State in Idaho shall forward a copy to of any process against the Company and served upon the Secretary of State in Idaho shall be the address designated in the Articles of Organization, which address (which need not be a place of business of the Company) the Managers may change from time to time in the manner provided by the Idaho Limited Liability Act and Applicable Law.

The registered agent for service of process on the Company in the State of Idaho shall be the registered agent named in the Articles of Organization, which the Managers may change from time to time in the manner provided by the Idaho Limited Liability Act and Applicable Law.

- 1.6. Principal Office. The Principal Office of the Company shall be 784 S Clearwater Loop Suite R, Post Falls, ID 83854. The Managers may, from time to time, change the principal office and make any necessary or appropriate filings with the Secretary of State to reflect such change.

II. DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. “Act” means the Limited Liability Company Act, and all amendments to the Act.
2. “Additional Member” means a Member other than the Initial Member who has acquired a Membership Interest in the Company.
3. “Admission” or “Admit” means the act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.
4. “Articles” means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.
5. “Capital Contribution” means any contribution of cash or property or contribution of services made by or on behalf of a Member as consideration for a Membership Interest.
6. “Company” means, a limited liability company, formed under the laws of the state, and any successor limited liability company.
7. “Company Property” means any Property owned by the Company.
8. “Operating Agreement” means this agreement including all amendments adopted in accordance with this Operating Agreement and the Act.
9. “Distribution” means a transfer of Company Property to a Member because the Member’s Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member’s Interest, or otherwise.
10. “Disposition” or “Dispose” means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as a security or encumbrance (including dispositions by operation of law).
11. “Manager” or “Managers” means one or more Managers duly appointed or elected. Specifically, Managers means the current Manager(s) or any Person or Persons who succeed the Managers(s) in that capacity. References to the Managers in the singular, plural, or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference. In the event there is more than one Managers in office at any time, any action to be

taken by the Managers under this Operating Agreement must be taken by the consent of all the Managers, unless stated otherwise in this Operating Agreement.

12. “Member” means the Members executing this Operating Agreement, any transferee of a Member or any Additional Member. If at any time there is more than one Member, the term “Member” shall mean all Members, and any action that may be taken under this Company Operating Agreement by the Members may be taken by a unanimous vote of the Members.
13. “Member’s Interest” means a Member’s entire interest in the Company including such Member’s rights in the Company’s profits, losses and Distributions pursuant to this Operating Agreement and the Act and such other rights and privileges, including the right to vote and participate in the management of the Company, that the Member may enjoy by being a Member.
14. “Person” means an individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of your state.
15. “Proceeding” means any judicial or administrative trial, hearing or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.
16. “Property” means any property, whether real, personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.
17. “Taxing Jurisdiction” means the federal government and any state, local, or foreign government that collects tax, interest or penalties, however designated, on the Company and/or its operations, or any Member’s share of the income or gain attributable to the Company.

III. NATURE OF BUSINESS

3.1 The purpose of the Company is: To engage in and conduct any and all lawful business, activities or functions.

IV. ACCOUNTING AND RECORDS

4.1 Records. The Managers shall maintain the following records at the principal office of the Company:

- i. The full name and business address of each Member and Managers;
- ii. A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles have been executed; and a copy of this Operating Agreement including all amendments thereto; and
- iii. Accurate and complete books of account of the transactions of the Company will be kept at and available for inspection by any Member at the Company’s principal place of business. Additionally, all books of account and financial records shall be maintained on a computer data base which may be accessed by any Managers at any time.

- 4.2 Annual Report. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the financial condition of the Company. This report shall contain a copy of the Company's federal income tax return for that fiscal year, a profit and loss statement, a summary of the profits or losses attributable to each Member and any additional financial information as may be required by a Member to file his/her individual tax returns.
- 4.3 Designated Bank. The funds of the Company will be placed in such bank as the Managers of the Company shall, in their discretion, select. Upon unanimous consent, the Managers may change the banking institution used by the Company. All Company funds will be held in the Company's name only and will not be commingled with those of any Member or Managers.
- 4.4 Fiscal Year. The Company's fiscal year will end on December 31st of each year.

V. NAME AND OWNERSHIP OF MEMBER(S)

5.1 The Names and ownership percentage of the initial Members are:

Name: Farmhouse Holdings LLC
Percentage of Ownership: 100%

VI. MANAGEMENT

6.1 Authority to Bind the Company. Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. Upon a unanimous vote, the Managers have the power, on behalf of the Company, to do the following things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- i. The location or relocation of any place of business of the Company;
- ii. The execution for and on behalf of the Company, of all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financial statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
- iii. The determination of the amount and timing of, and the making of Distributions;
- iv. The acquisition of property from any Person as the Managers may determine. The fact that a Managers or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person subject to the other provisions of this Operating Agreement;
- v. The borrowing of money for the Company from banks or other lending institutions;
- vi. The purchase of liability and other insurance to protect the Company's property and business;

- vii. The investment of any Company funds (by way of example but not of limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- viii. The confession of a judgment against the Company;
- ix. The making of any single or series of related capital expenditures;
- x. The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- xi. The institution, prosecution and defense of any Proceeding in the Company's name;
- xii. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;
- xiii. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;
- xiv. The entering into of contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;
- xv. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to the Members, officers, employees, and agents of the Company;
- xvi. The payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and other benefit and incentive plans for all or any of the current or future Members, employees, and agents of the Company;
- xvii. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- xviii. The purchase of insurance on the life of any of the Members, Managers or employees of the Company for the benefit of the Company;
- xix. The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;
- xx. The indemnification of a Member or any other Person;
- xxi. The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business activities.
- xxii. All decisions involving significant capital contributions, such as applications for lines of credit, or the sale of the Company, shall require the unanimous vote of the Managers; and
- xxiii. Managers must execute all commercial leases, licensing agreements and lines of credit on behalf of the company.

- 6.2 Liability of Members and Managers. Neither the Members nor Managers shall be liable as Members or Managers for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for any liabilities or obligations of the Company.
- 6.3 Indemnification. The Company shall indemnify the Members and Managers for all costs, losses, liabilities, and damages paid or accrued by the Members (either as Member or as agent) or Managers about the business of the Company or because such Person is a Member or Managers, fully provided or allowed by the laws of the state. In addition, the Managers shall cause the Company to advance costs of participation in any Proceeding to the Managers or Members. The Managers may, with the consent of the Members, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee regarding the business of the Company or because such Person is an agent or employee, fully provided or allowed by the laws of the State.
- 6.4 Duty of Loyalty. No Managers or Member shall engage in any business, venture, or transaction, whether directly or indirectly, that is directly competitive with the business of the Company or that would be in direct conflict of interest to the Company. This duty of loyalty will not extend to any businesses owned or operated, or existing services which were in place prior to the time this Agreement is executed or is intended to prohibit any Managers or Member from providing support services to any clients which may be obtained by means not related to the Company's efforts or purpose. Any actual conflicts of interest, except those mentioned above, will be deemed an involuntary withdrawal of the Member from the Company. In the event of a conflict involving the Member's separate business interests (for example, a dispute over available commercial space), the Members hereby agree that the business interests of the Company shall prevail over the interests of their respective separate business interests.
- 6.5 Compensation of Members and Managers. The Members and Managers shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the unanimous consent of the Managers.
- 6.6 Standard of Care of Members and Managers. The Members' and Managers' duty of care in the discharge of the Members' and Managers' duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging these duties, the Members and Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such other information, opinions, reports, or statements by any of its agents, or by any other Person, as to matters the Members or Managers reasonably believe are within such other Person's professional or expert competence, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members or Managers might properly be paid.

VII. CONTRIBUTIONS

- 7.1 Initial Capital Contributions. The Members' initial contribution will consist of each equally sharing the costs of development, maintenance, infrastructure, and employees. No interest shall accrue on any Contribution and the Members shall not have the right to withdraw or be repaid any Contribution except as provided in this Operating Agreement.
- 7.2 Additional Capital Contributions. Additional Capital Contributions may be required from time to time, according to the requirements of the Company, as determined by the unanimous vote of the Managers. No Member will be required to make additional Capital Contributions. Whenever additional capital is required, and a Member is unwilling or unable to make such additional Capital Contribution within a reasonable period, as required by business obligations, then the remaining Members may contribute in proportion to their existing Capital Contribution to resolve the amount in default. In such circumstances, the allocation

of Company profits or losses among Members after said additional Capital Contribution may be adjusted to reflect the aggregate change in Capital Contributions. Any Member may choose to borrow money to meet his or her additional Capital Contribution, however, under no circumstances shall a Member obligate the Company or another Member to satisfy such a loan.

VIII. DISTRIBUTIONS

8.1 The Members will receive a profit distribution in proportion to their ownership interest in the Company.

IX. TAXES

9.1 Elections. Only the Managers may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Method of Accounting. The records of the Company shall be maintained on the same method of accounting as that of the Members (i.e., cash basis and a fiscal year ending December 31).

X. DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 Disposition. A Member's Interest is not fully transferable but rather is subject to a right of first refusal by the remaining Members of the Company. The valuation of the ownership interest shall be based upon the fair market value of the Company's assets (less all liabilities) in accordance with generally accepted accounting principles. An appraisal will be requested from an independent accounting firm selected by the Managers. No allowance will be made for good will, trade name, patents or other intangible assets, except those intangible assets reflected on the Company's financial records immediately prior to the appraisal. The results of the appraisal are binding upon all Members. The remaining Members will have a period of ninety days to purchase the withdrawing Member's ownership interest or dissolve the Company. The purpose of this provision is to ensure the survival of the Company despite the withdrawal of a Member. Any transfer of a Member's Interest is subject to the unanimous approval or consent of the remaining Members of the Company. Upon the transfer of a Member's entire Member's Interest (other than a temporary transfer or transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

10.2 Admission of Additional Members. The Members may admit Additional Members and determine the Capital Contributions of such Additional Members, provided the Members unanimously consent to the admission.

10.3 Estate Planning Transfers. A Member or Managers has the right to make estate planning transfers of all or any part of his or her Ownership Interest in the Company. The term "estate planning transfer" will mean any transfer made during the life of the Member or Managers without value, or for less than full consideration, by way of a marital partition agreement and/or a transfer of all or any part of an Ownership Interest to a corporation or other business entity wholly-owned by a Shareholder and/or a transfer of all or any part of an Ownership Interest to a trust whose beneficiary or beneficiaries are the Shareholder and/or the spouse of a Shareholder, and/or the descendants of a Shareholder, and/or one or more beneficiaries qualified to receive a charitable gift under Section 170(c) of the Internal Revenue Code. The Operating Agreement will bind the transferee of any estate planning transfer to the exact terms and conditions of this

Operating Agreement. The Company will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. In this case upon the death of a Member the entire Company interest will go to the surviving Member. If both Members die simultaneously or upon the death of the surviving Member the entire business Membership interest shall be transferred to the [Insert Trust Name] Living Trust dated [insert date].

- 10.4 Transfer upon Termination of Marital Relationship. The interest in the Company of each Person (I) who was married to a Member and who acquired his or her interest in the Company as a result of a divorce, marital dissolution or agreement relating thereto or pursuant to a partition or similar agreement, or (ii) who acquired his, her or its interest in the Company as a beneficiary or distribute of the assets of any deceased Person (whether pursuant to a Will, intestate succession or otherwise) who was married to a Member (a Deceased Spouse) and who was not already a Member immediately prior to such distribution or bequest, is subject to an option to purchase (the Marital Option) in favor of the Member from whom the interest was acquired with respect to any acquisition further described in the preceding clause (I) hereof, or in favor of the Member who was married to the Deceased Spouse immediately prior to the death of the Deceased Spouse with respect to any acquisition further described in the preceding clause (ii) hereof (either the Continuing Member). Upon the exercise of a Marital Option, the Person who owns the Company interest subject to the Marital Option (the Spouse Member) must sell the Company interest at the price and on the other terms and conditions agreed upon by the Spouse Member and the Continuing Member. The Spouse Member must exercise his/her Marital Option within 60 calendar days after a Court enters the Parties' Decree of Divorce, or the Option will expire. Company will use all efforts to assist Spouse Member in this purchase and may upon its unanimous discretion extend the option period.

XI. DISSOLUTION AND WINDING UP

11.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- i. The vote by all the Members to dissolve, wind up, and liquidate the Company; or
The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or
- ii. There is a Deadlock in any decision of the Members or Managers; or
- iii. All or substantially all the assets of the Company are disposed of; or
- iv. The Company ceases to conduct its business in furtherance of the purposes for which it was formed as set forth in Section 3.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation.

11.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

- i. First, to the payment and discharge of all the Company's debts and liabilities to creditors other than the Members;
- ii. Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and
- iii. The balance, if any, to the Members, in proportion to their positive Capital Account balances.

The Managers shall not receive any additional compensation for any services performed pursuant to this Article 11. Each Manager understands and agrees that by accepting the provisions of this Section 11.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Managers expressly waives any right which he or she, as a creditor of the Company might otherwise have under the Act to receive distributions of assets pari passu with the other creditors of the Membership in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

11.3 Rights of Members. Except as otherwise provided in this Operating Agreement, (a) each Member shall look solely to the assets of the Company for the return of his/her/its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

XII. AMENDMENT

12.1 This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by all the Members and Managers and the Company and executed by all the Members, Managers and the Company.

XIII. CONFIDENTIALITY

13.1 It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

13.2 The confidential information to be disclosed under this Agreement ("Confidential Information") can be described as and includes:

Business information relating to projects, properties, clients, partners, funding sources, project sources, investors, proprietary ideas, trade secrets, existing and/or contemplated projects, properties, services, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

13.3 The parties shall use the Confidential Information only for evaluating potential business and/or investment relationships.

13.4 The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance

with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

13.5 This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed.

13.6 The parties warrant that they have the right to make the disclosures under this Agreement.

13.7 This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

13.8 If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

13.9 This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the state. If this agreement, is breached, all disputes must be settled in a court of competent jurisdiction in such state.

13.10 If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement.

XIV. NON-CIRCUMVENTION / NON-COMPETE

14.1 All Members, Managers(s) or Principals of the Members or Managers(s) agree not while Members, Managers, or Principals and for a period of two (2) years following the date of this Agreement attempt to abscond with Company business, clients, and/or employees. This provision further prohibits them from diverting Company assets, referrals, and/or business from the Company in any geographic areas the company competes.

XV. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices or other communications required or permitted to be given pursuant to this Operating Agreement shall be in writing and shall be considered properly given if mailed within the United States by certified mail return receipt requested, postage prepaid, to the Members at the addresses set forth beneath their signatures, or if personally delivered to them.

- 15.2 Any Member may change his/her address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.
- 15.3 Attorneys' Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Operating Agreement or any right of any party hereto, regardless of whether such action or proceedings is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.
- 15.4 Entire Operating Agreement. This Operating Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.
- 15.5 Captions. Any titles or captions or sections contained in this Operating Agreement are for convenience or reference only and shall not be deemed part of the context of this Operating Agreement.
- 15.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.
- 15.7 Governing Law. This Operating Agreement shall be enforced, governed by and construed in accordance with the laws of the state.
- 15.8 Severability. If any provision of this Operating Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Operating Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 15.9 Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Operating Agreement.
- 15.10 Member Non-waiver of Rights and Breaches. No failure or delay of a Member in the exercise or any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.
- 15.11 No Agency. Nothing contained herein shall be construed to constitute or make any Member the partner of any other Member or the agent of any other Member.
- 15.12 Parties Bound. This Operating Agreement shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.
- 15.13 Duplicate Originals. This Operating Agreement may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.
- 15.14 Counterpart Execution. This Operating Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Operating Agreement.
- 15.15 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Operating Agreement and referred to herein is hereby incorporated in this Operating Agreement by reference.

15.16 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.

15.17 Unanimous Consent. All Members and Managers(s) must unanimously agree to any decision made by the company.

IN WITNESS WHEREOF, the Members and Managers have executed this Operating Agreement as of the Effective Date set forth above.

Farmhouse Holdings LLC, Member

Exhibit B

Date of this notice: 07-26-2022

Employer Identification Number:
88-██████████

Form: SS-4

Number of this notice: CP 575 G

WHITE BARN ENTERPRISES LLC
AARON K WELLING SOLE MBR
784 S CLEARWATER LOOP SUITE R
POST FALLS, ID 83854

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-██████████. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is WHIT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number () - Best Time to Call

DATE OF THIS NOTICE: 07-26-2022

EMPLOYER IDENTIFICATION NUMBER: 88-3 [REDACTED]

FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

WHITE BARN ENTERPRISES LLC
AARON K WELLING SOLE MBR
784 S CLEARWATER LOOP SUITE R
POST FALLS, ID 83854

Exhibit C

OPERATING AGREEMENT OF Farmhouse Holdings LLC

A Wyoming Limited Liability Company

This Operating Agreement of Farmhouse Holdings LLC, a limited liability company (the “Company”), formed under and organized pursuant to the Wyoming Limited Liability Company Act (hereinafter referred to as the “Act”), is entered effective as of 07/20/2022 (the “Effective Date”), by and between the Company, Managers, and Members.

I. FORMATION

- 1.1. Organization. The Members have organized the Company as a Wyoming Limited Liability Company pursuant to the provisions of the Act, Wyoming Code Annotated. The Members hereby confirm that they have appointed Aaron K Welling as Manager(s) of the Company.
- 1.2. Company Operating Agreement, Effect of Inconsistencies with Act. For and in consideration of the mutual covenants contained in this Operating Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and the Company hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the parties that this Operating Agreement shall govern, even when it is inconsistent with, or different from, the provisions of the Act or any other applicable law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the smallest degree possible to make the Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be valid from the effective date of such interpretation or amendment. The Members and Managers shall be entitled to rely on the provisions of this Operating Agreement, and the Members and Managers shall not be liable to the Company for any act or refusal to act taken in good faith reliance on the terms of this Operating Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members shall be those set forth in this Operating Agreement, which is intended to govern the relationship between the Company, the Managers, and the Members, notwithstanding any provision of the Act or other applicable law to the contrary.
- 1.3. Name. The name of the Company is Farmhouse Holdings LLC, and all business of the Company shall be conducted under that name or under any other fictitious name reserved by the Company, but in any case, only to the extent permitted by applicable law.
- 1.4. Term. The term of the Company shall be perpetual until it is dissolved, and its affairs wound up in accordance with the Act or this Operating Agreement.
- 1.5. Resident Agent and Registered Office. The address that the Secretary of State in Wyoming shall forward a copy to of any process against the Company and served upon the Secretary of State in Wyoming shall be the address designated in the Articles of Organization, which address (which need not be a place of business of the Company) the Managers may change from time to time in the manner provided by the Wyoming Limited Liability Act and Applicable Law.

The registered agent for service of process on the Company in the State of Wyoming shall be the registered agent named in the Articles of Organization, which the Managers may change from time to time in the manner provided by the Wyoming Limited Liability Act and Applicable Law.

- 1.6. Principal Office. The Principal Office of the Company shall be 30 N. Gould Street Suite R, Sheridan, WY 82801. The Managers may, from time to time, change the principal office and make any necessary or appropriate filings with the Secretary of State to reflect such change.

II. DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. “Act” means the Limited Liability Company Act, and all amendments to the Act.
2. “Additional Member” means a Member other than the Initial Member who has acquired a Membership Interest in the Company.
3. “Admission” or “Admit” means the act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.
4. “Articles” means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.
5. “Capital Contribution” means any contribution of cash or property or contribution of services made by or on behalf of a Member as consideration for a Membership Interest.
6. “Company” means, a limited liability company, formed under the laws of the state, and any successor limited liability company.
7. “Company Property” means any Property owned by the Company.
8. “Operating Agreement” means this agreement including all amendments adopted in accordance with this Operating Agreement and the Act.
9. “Distribution” means a transfer of Company Property to a Member because the Member’s Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member’s Interest, or otherwise.
10. “Disposition” or “Dispose” means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as a security or encumbrance (including dispositions by operation of law).
11. “Manager” or “Managers” means one or more Managers duly appointed or elected. Specifically, Managers means the current Manager(s) or any Person or Persons who succeed the Managers(s) in that capacity. References to the Managers in the singular, plural, or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference. In the event there is more than one Managers in office at any time, any action to be

taken by the Managers under this Operating Agreement must be taken by the consent of all the Managers, unless stated otherwise in this Operating Agreement.

12. “Member” means the Members executing this Operating Agreement, any transferee of a Member or any Additional Member. If at any time there is more than one Member, the term “Member” shall mean all Members, and any action that may be taken under this Company Operating Agreement by the Members may be taken by a unanimous vote of the Members.
13. “Member’s Interest” means a Member’s entire interest in the Company including such Member’s rights in the Company’s profits, losses and Distributions pursuant to this Operating Agreement and the Act and such other rights and privileges, including the right to vote and participate in the management of the Company, that the Member may enjoy by being a Member.
14. “Person” means an individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of your state.
15. “Proceeding” means any judicial or administrative trial, hearing or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.
16. “Property” means any property, whether real, personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.
17. “Taxing Jurisdiction” means the federal government and any state, local, or foreign government that collects tax, interest or penalties, however designated, on the Company and/or its operations, or any Member’s share of the income or gain attributable to the Company.

III. NATURE OF BUSINESS

3.1 The purpose of the Company is: To engage in and conduct any and all lawful business, activities or functions.

IV. ACCOUNTING AND RECORDS

4.1 Records. The Managers shall maintain the following records at the principal office of the Company:

- i. The full name and business address of each Member and Managers;
- ii. A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles have been executed; and a copy of this Operating Agreement including all amendments thereto; and
- iii. Accurate and complete books of account of the transactions of the Company will be kept at and available for inspection by any Member at the Company’s principal place of business. Additionally, all books of account and financial records shall be maintained on a computer data base which may be accessed by any Managers at any time.

- 4.2 Annual Report. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the financial condition of the Company. This report shall contain a copy of the Company's federal income tax return for that fiscal year, a profit and loss statement, a summary of the profits or losses attributable to each Member and any additional financial information as may be required by a Member to file his/her individual tax returns.
- 4.3 Designated Bank. The funds of the Company will be placed in such bank as the Managers of the Company shall, in their discretion, select. Upon unanimous consent, the Managers may change the banking institution used by the Company. All Company funds will be held in the Company's name only and will not be commingled with those of any Member or Managers.
- 4.4 Fiscal Year. The Company's fiscal year will end on December 31st of each year.

V. NAME AND OWNERSHIP OF MEMBER(S)

5.1 The Names and ownership percentage of the initial Members are:

Name: Aaron K Welling
Percentage of Ownership: 51%

Name: Audrey L Welling
Percentage of Ownership: 49%

VI. MANAGEMENT

6.1 Authority to Bind the Company. Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. Upon a unanimous vote, the Managers have the power, on behalf of the Company, to do the following things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- i. The location or relocation of any place of business of the Company;
- ii. The execution for and on behalf of the Company, of all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financial statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
- iii. The determination of the amount and timing of, and the making of Distributions;
- iv. The acquisition of property from any Person as the Managers may determine. The fact that a Managers or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person subject to the other provisions of this Operating Agreement;
- v. The borrowing of money for the Company from banks or other lending institutions;

- vi. The purchase of liability and other insurance to protect the Company's property and business;
- vii. The investment of any Company funds (by way of example but not of limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- viii. The confession of a judgment against the Company;
- ix. The making of any single or series of related capital expenditures;
- x. The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- xi. The institution, prosecution and defense of any Proceeding in the Company's name;
- xii. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;
- xiii. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;
- xiv. The entering into of contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;
- xv. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to the Members, officers, employees, and agents of the Company;
- xvi. The payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and other benefit and incentive plans for all or any of the current or future Members, employees, and agents of the Company;
- xvii. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- xviii. The purchase of insurance on the life of any of the Members, Managers or employees of the Company for the benefit of the Company;
- xix. The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;
- xx. The indemnification of a Member or any other Person;
- xxi. The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business activities.
- xxii. All decisions involving significant capital contributions, such as applications for lines of credit, or the sale of the Company, shall require the unanimous vote of the Managers; and

xxiii. Managers must execute all commercial leases, licensing agreements and lines of credit on behalf of the company.

6.2 Liability of Members and Managers. Neither the Members nor Managers shall be liable as Members or Managers for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for any liabilities or obligations of the Company.

6.3 Indemnification. The Company shall indemnify the Members and Managers for all costs, losses, liabilities, and damages paid or accrued by the Members (either as Member or as agent) or Managers about the business of the Company or because such Person is a Member or Managers, fully provided or allowed by the laws of the state. In addition, the Managers shall cause the Company to advance costs of participation in any Proceeding to the Managers or Members. The Managers may, with the consent of the Members, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee regarding the business of the Company or because such Person is an agent or employee, fully provided or allowed by the laws of the State.

6.4 Duty of Loyalty. No Managers or Member shall engage in any business, venture, or transaction, whether directly or indirectly, that is directly competitive with the business of the Company or that would be in direct conflict of interest to the Company. This duty of loyalty will not extend to any businesses owned or operated, or existing services which were in place prior to the time this Agreement is executed or is intended to prohibit any Managers or Member from providing support services to any clients which may be obtained by means not related to the Company's efforts or purpose. Any actual conflicts of interest, except those mentioned above, will be deemed an involuntary withdrawal of the Member from the Company. In the event of a conflict involving the Member's separate business interests (for example, a dispute over available commercial space), the Members hereby agree that the business interests of the Company shall prevail over the interests of their respective separate business interests.

6.5 Compensation of Members and Managers. The Members and Managers shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the unanimous consent of the Managers.

6.6 Standard of Care of Members and Managers. The Members' and Managers' duty of care in the discharge of the Members' and Managers' duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging these duties, the Members and Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such other information, opinions, reports, or statements by any of its agents, or by any other Person, as to matters the Members or Managers reasonably believe are within such other Person's professional or expert competence, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members or Managers might properly be paid.

VII. CONTRIBUTIONS

7.1 Initial Capital Contributions. The Members' initial contribution will consist of each equally sharing the costs of development, maintenance, infrastructure, and employees. No interest shall accrue on any Contribution and the Members shall not have the right to withdraw or be repaid any Contribution except as provided in this Operating Agreement.

7.2 Additional Capital Contributions. Additional Capital Contributions may be required from time to time, according to the requirements of the Company, as determined by the unanimous vote of the Managers. No Member will be required to make additional Capital Contributions. Whenever additional capital is required,

and a Member is unwilling or unable to make such additional Capital Contribution within a reasonable period, as required by business obligations, then the remaining Members may contribute in proportion to their existing Capital Contribution to resolve the amount in default. In such circumstances, the allocation of Company profits or losses among Members after said additional Capital Contribution may be adjusted to reflect the aggregate change in Capital Contributions. Any Member may choose to borrow money to meet his or her additional Capital Contribution, however, under no circumstances shall a Member obligate the Company or another Member to satisfy such a loan.

VIII. DISTRIBUTIONS

8.1 The Members will receive a profit distribution in proportion to their ownership interest in the Company.

IX. TAXES

9.1 Elections. Only the Managers may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Method of Accounting. The records of the Company shall be maintained on the same method of accounting as that of the Members (i.e., cash basis and a fiscal year ending December 31).

X. DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 Disposition. A Member's Interest is not fully transferable but rather is subject to a right of first refusal by the remaining Members of the Company. The valuation of the ownership interest shall be based upon the fair market value of the Company's assets (less all liabilities) in accordance with generally accepted accounting principles. An appraisal will be requested from an independent accounting firm selected by the Managers. No allowance will be made for good will, trade name, patents or other intangible assets, except those intangible assets reflected on the Company's financial records immediately prior to the appraisal. The results of the appraisal are binding upon all Members. The remaining Members will have a period of ninety days to purchase the withdrawing Member's ownership interest or dissolve the Company. The purpose of this provision is to ensure the survival of the Company despite the withdrawal of a Member. Any transfer of a Member's Interest is subject to the unanimous approval or consent of the remaining Members of the Company. Upon the transfer of a Member's entire Member's Interest (other than a temporary transfer or transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

10.2 Admission of Additional Members. The Members may admit Additional Members and determine the Capital Contributions of such Additional Members, provided the Members unanimously consent to the admission.

10.3 Estate Planning Transfers. A Member or Managers has the right to make estate planning transfers of all or any part of his or her Ownership Interest in the Company. The term "estate planning transfer" will mean any transfer made during the life of the Member or Managers without value, or for less than full consideration, by way of a marital partition agreement and/or a transfer of all or any part of an Ownership Interest to a corporation or other business entity wholly-owned by a Shareholder and/or a transfer of all or any part of an Ownership Interest to a trust whose beneficiary or beneficiaries are the Shareholder and/or

the spouse of a Shareholder, and/or the descendants of a Shareholder, and/or one or more beneficiaries qualified to receive a charitable gift under Section 170(c) of the Internal Revenue Code. The Operating Agreement will bind the transferee of any estate planning transfer to the exact terms and conditions of this Operating Agreement. The Company will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. In this case upon the death of a Member the entire Company interest will go to the surviving Member. If both Members die simultaneously or upon the death of the surviving Member the entire business Membership interest shall be transferred to the [Insert Trust Name] Living Trust dated [insert date].

- 10.4 Transfer upon Termination of Marital Relationship. The interest in the Company of each Person (I) who was married to a Member and who acquired his or her interest in the Company as a result of a divorce, marital dissolution or agreement relating thereto or pursuant to a partition or similar agreement, or (ii) who acquired his, her or its interest in the Company as a beneficiary or distribute of the assets of any deceased Person (whether pursuant to a Will, intestate succession or otherwise) who was married to a Member (a Deceased Spouse) and who was not already a Member immediately prior to such distribution or bequest, is subject to an option to purchase (the Marital Option) in favor of the Member from whom the interest was acquired with respect to any acquisition further described in the preceding clause (I) hereof, or in favor of the Member who was married to the Deceased Spouse immediately prior to the death of the Deceased Spouse with respect to any acquisition further described in the preceding clause (ii) hereof (either the Continuing Member). Upon the exercise of a Marital Option, the Person who owns the Company interest subject to the Marital Option (the Spouse Member) must sell the Company interest at the price and on the other terms and conditions agreed upon by the Spouse Member and the Continuing Member. The Spouse Member must exercise his/her Marital Option within 60 calendar days after a Court enters the Parties' Decree of Divorce, or the Option will expire. Company will use all efforts to assist Spouse Member in this purchase and may upon its unanimous discretion extend the option period.

XI. DISSOLUTION AND WINDING UP

- 11.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- i. The vote by all the Members to dissolve, wind up, and liquidate the Company; or
The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or
- ii. There is a Deadlock in any decision of the Members or Managers; or
- iii. All or substantially all the assets of the Company are disposed of; or
- iv. The Company ceases to conduct its business in furtherance of the purposes for which it was formed as set forth in Section 3.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation.

- 11.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the

Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

- i. First, to the payment and discharge of all the Company's debts and liabilities to creditors other than the Members;
- ii. Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and
- iii. The balance, if any, to the Members, in proportion to their positive Capital Account balances.

The Managers shall not receive any additional compensation for any services performed pursuant to this Article 11. Each Manager understands and agrees that by accepting the provisions of this Section 11.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Managers expressly waives any right which he or she, as a creditor of the Company might otherwise have under the Act to receive distributions of assets pari passu with the other creditors of the Membership in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

11.3 Rights of Members. Except as otherwise provided in this Operating Agreement, (a) each Member shall look solely to the assets of the Company for the return of his/her/its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

XII. AMENDMENT

12.1 This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by all the Members and Managers and the Company and executed by all the Members, Managers and the Company.

XIII. CONFIDENTIALITY

13.1 It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

13.2 The confidential information to be disclosed under this Agreement ("Confidential Information") can be described as and includes:

Business information relating to projects, properties, clients, partners, funding sources, project sources, investors, proprietary ideas, trade secrets, existing and/or contemplated projects, properties, services, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

13.3 The parties shall use the Confidential Information only for evaluating potential business and/or investment relationships.

13.4 The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

13.5 This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed.

13.6 The parties warrant that they have the right to make the disclosures under this Agreement.

13.7 This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

13.8 If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

13.9 This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the state. If this agreement, is breached, all disputes must be settled in a court of competent jurisdiction in such state.

13.10 If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement.

XIV. NON-CIRCUMVENTION / NON-COMPETE

14.1 All Members, Managers(s) or Principals of the Members or Managers(s) agree not while Members, Managers, or Principals and for a period of two (2) years following the date of this Agreement attempt to abscond with Company business, clients, and/or employees. This provision further prohibits them from diverting Company assets, referrals, and/or business from the Company in any geographic areas the company competes.

XV. MISCELLANEOUS PROVISIONS

- 15.1 Notices. All notices or other communications required or permitted to be given pursuant to this Operating Agreement shall be in writing and shall be considered properly given if mailed within the United States by certified mail return receipt requested, postage prepaid, to the Members at the addresses set forth beneath their signatures, or if personally delivered to them.
- 15.2 Any Member may change his/her address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.
- 15.3 Attorneys' Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Operating Agreement or any right of any party hereto, regardless of whether such action or proceedings is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.
- 15.4 Entire Operating Agreement. This Operating Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.
- 15.5 Captions. Any titles or captions or sections contained in this Operating Agreement are for convenience or reference only and shall not be deemed part of the context of this Operating Agreement.
- 15.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.
- 15.7 Governing Law. This Operating Agreement shall be enforced, governed by and construed in accordance with the laws of the state.
- 15.8 Severability. If any provision of this Operating Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Operating Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 15.9 Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Operating Agreement.
- 15.10 Member Non-waiver of Rights and Breaches. No failure or delay of a Member in the exercise or any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.
- 15.11 No Agency. Nothing contained herein shall be construed to constitute or make any Member the partner of any other Member or the agent of any other Member.
- 15.12 Parties Bound. This Operating Agreement shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.
- 15.13 Duplicate Originals. This Operating Agreement may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.
- 15.14 Counterpart Execution. This Operating Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Operating Agreement.

- 15.15 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Operating Agreement and referred to herein is hereby incorporated in this Operating Agreement by reference.
- 15.16 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.
- 15.17 Unanimous Consent. All Members and Managers(s) must unanimously agree to any decision made by the company.

IN WITNESS WHEREOF, the Members and Managers have executed this Operating Agreement as of the Effective Date set forth above.

Aaron K Welling, Member

Audrey L Welling, Member

Exhibit D

Date of this notice: 07-20-2022

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

FARMHOUSE HOLDINGS LLC
AARON K WELLING MBR
30 N GOULD ST STE R
SHERIDAN, WY 82801

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is FARM. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 07-20-2022
 () - EMPLOYER IDENTIFICATION NUMBER: 88-3337051
 _____ FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
 CINCINNATI OH 45999-0023
 ██

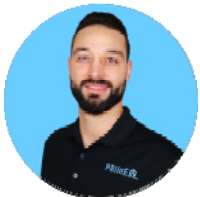
FARMHOUSE HOLDINGS LLC
 AARON K WELLING MBR
 30 N GOULD ST STE R
 SHERIDAN, WY 82801

Exhibit E

Nancy Hammond

From: Donovan LaCour <donovan@primecorporateservices.com>
Sent: Wednesday, April 26, 2023 10:27 AM
To: Lexie M. Rivers
Cc: Steve Harward
Subject: Fw: where to move current assets

Follow Up Flag: Follow up
Flag Status: Flagged



Donovan LaCour
Senior Corporate Advisor
(801) 716-7144
donovan@primecorporateservices.com

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by replying to this message. This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this message from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Donovan LaCour <donovan@primecorporateservices.com>
Sent: Wednesday, December 14, 2022 6:52 PM
To: Aaron Welling <Aaron@asi247.com>; Danielle Sisayaket <danielle@asi247.com>
Subject: Re: where to move current assets

You're welcome!

Always happy to help. Hope you have a Merry Christmas and Happy New Year as well.

Kind Regards,



Donovan LaCour
Senior Corporate Advisor
(801) 716-7144
donovan@primecorporateservices.com

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by replying to this message. This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this message from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Aaron Welling <Aaron@asi247.com>
Sent: Wednesday, December 14, 2022 6:50 PM

To: Donovan LaCour <donovan@primecorporateservices.com>; Danielle Sisayaket <danielle@asi247.com>

Subject: RE: where to move current assets

Thank you Donovan.

If we don't speak before, have a very merry Christmas and happy new year.

Sincerely,

Aaron

From: Donovan LaCour <donovan@primecorporateservices.com>

Sent: Wednesday, December 14, 2022 5:52 PM

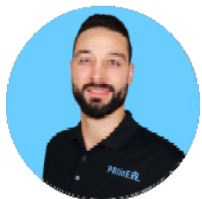
To: Aaron Welling <Aaron@asi247.com>; Danielle Sisayaket <danielle@asi247.com>

Subject: Re: where to move current assets

The WY Holding Company is for Anonymity and privatization. People can't see you as the member on your LLC in WY or your mailing address.

The Trust has beneficial ownership in the WY LLC, that way everything that the WY LLC has as a subsidiary can now roll up in the Trust and avoid probate.

Thank you,



Donovan LaCour

Senior Corporate Advisor

(801) 716-7144

donovan@primecorporateservices.com



CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by replying to this message. This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this message from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Aaron Welling <Aaron@asi247.com>

Sent: Wednesday, December 14, 2022 12:58 PM

To: Donovan LaCour <donovan@primecorporateservices.com>; Danielle Sisayaket <danielle@asi247.com>

Subject: RE: where to move current assets

I understand I can move them to either one, the question was why did I set up the holding company, there must have been a strategy.

Was it to use the holding company to hold all assets, and the other llcs to conduct business?

Sincerely,

Aaron

From: Donovan LaCour <donovan@primecorporateservices.com>
Sent: Wednesday, December 14, 2022 12:44 PM
To: Aaron Welling <Aaron@asi247.com>; Danielle Sisayaket <danielle@asi247.com>
Subject: Re: where to move current assets

I am not sure what you were wanting to do. It's up to you.

The Farmhouse Holdings LLC is the Holding Company.

Potters Construction FHB LLC is the subsidiary.

Thank you,



Donovan LaCour

Senior Corporate Advisor
(801) 716-7144

donovan@primecorporateservices.com



CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by replying to this message. This message may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this message from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Aaron Welling <Aaron@asi247.com>
Sent: Tuesday, December 13, 2022 8:58 AM
To: Donovan LaCour <donovan@primecorporateservices.com>; Danielle Sisayaket <danielle@asi247.com>
Subject: where to move current assets

Donovan – I am sure you explained it to me but I can not recall and my office is ready to move all the existing assets for current business to new LLCs.

Are we moving the assets to White Barn Enterprise or Farm House Holdings?

Sincerely,

Aaron Welling
aaron@asi247.com
O - 703-349-6570



YOUR PARTNER IN ELECTRONIC SECURITY.

Class A 2705 110245A, DCJS# 11-5104
Serving VA, DC, MD, TX and ID

Exhibit F



0004827549



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0004827549

Date Filed: 7/20/2022 10:54:23 AM

Certificate of Organization Limited Liability Company
 Select one: Standard, Expedited or Same Day Service (see descriptions below) Expedited (+\$40; filing fee \$140)

1. Limited Liability Company Name
 Type of Limited Liability Company Limited Liability Company
 Entity name Potters Construction FHB LLC

2. The complete street address of the principal office is:
 Principal Office Address 784 S CLEARWATER LOOP SUITE R
 POST FALLS, ID 83854

3. The mailing address of the principal office is:
 Mailing Address 784 S CLEARWATER LOOP
 STE R
 POST FALLS, ID 83854-9599

4. Registered Agent Name and Address
 Registered Agent REGISTERED AGENTS INC
 Commercial Registered Agent
 Physical Address
 784 S CLEARWATER LOOP STE R
 POST FALLS, ID 83854
 Mailing Address
 784 S CLEARWATER LOOP STE R
 POST FALLS, ID 83854

I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Farmhouse Holdings LLC	30 N GOULD STREET SUITE R SHERIDAN, WY 82801

Signature of Organizer:
Lexie Rivers 07/20/2022
 Sign Here Date

B0726-3650 07/20/2022 10:55 AM Received by ID Secretary of State Lawrence Denney

Exhibit G



0004827549



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$100.00

For Office Use Only
-FILED-
 File #: 0004827549
 Date Filed: 7/20/2022 10:54:23 AM

Certificate of Organization Limited Liability Company
 Select one: Standard, Expedited or Same Day Service (see descriptions below) Expedited (+\$40; filing fee \$140)

1. Limited Liability Company Name
 Type of Limited Liability Company Limited Liability Company
 Entity name Potters Construction FHB LLC

2. The complete street address of the principal office is:
 Principal Office Address 784 S CLEARWATER LOOP SUITE R
 POST FALLS, ID 83854

3. The mailing address of the principal office is:
 Mailing Address 784 S CLEARWATER LOOP
 STE R
 POST FALLS, ID 83854-9599

4. Registered Agent Name and Address
 Registered Agent REGISTERED AGENTS INC
 Commercial Registered Agent
 Physical Address
 784 S CLEARWATER LOOP STE R
 POST FALLS, ID 83854
 Mailing Address
 784 S CLEARWATER LOOP STE R
 POST FALLS, ID 83854

I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Farmhouse Holdings LLC	30 N GOULD STREET SUITE R SHERIDAN, WY 82801

Signature of Organizer:
Lexie Rivers 07/20/2022
 Sign Here Date

B0726-3650 07/20/2022 10:55 AM Received by ID Secretary of State Lawrence Denney

Exhibit H

Pioneer Title Company of Gem County, First Interstate Bank
DATE: 12/5/2022 FILE: 821971
BUYER/SELLER: White Barn Enterprises LLC, an Idaho Limited Liability Company/...
PROPERTY ADDRESS: 4615 Harvest Lane, Emmett, ID 83617
PAYEE: Holland & Hart

1375
CHECK AMOUNT: \$5,404.28
SETTLEMENT DATE: 12/5/2022

12/5/2022: St Lukes Health System Lien to Holland and Hary \$5,404.28 \$5,404.28

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Pioneer Title Company of Gem County
2020 S. Johns Ave., Ste. A
Emmett, ID 83617
208-365-5343

First Interstate Bank
Escrow Trust Account
PO Box 30897
Billings, MT 59101-0897
93-168/929

1375

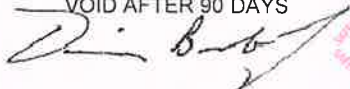

December 05, 2022

\$5,404.28

PAY Five Thousand Four Hundred Four and 28/100 ***** Dollars

TO THE Holland & Hart
ORDER 800 W Main
OF Boise, ID 83702

MEMO 821971

VOID AFTER 90 DAYS



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

