

OPERATING AGREEMENT OF
TELSTAR, USA L.L.C.
A MINNESOTA LIMITED LIABILITY COMPANY

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OPERATING AGREEMENT

This Operating Agreement is made and entered into as of the 13 day of August_, 2012, between Richard O. Erickson and Reza Aghelnejad.

RECITALS

WHEREAS, Articles of Organization for TELSTAR, USA L.L.C. were filed with the Secretary of State of Minnesota on August 13, 2012;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I DEFINITIONS

The following capitalized terms used in this Operating Agreement shall have the following meanings:

(a) “Act” shall mean the Minnesota Revised Uniform Limited Liability Company Act, as amended.

(b) “Articles of Organization” shall mean the Articles of Organization of the Company as filed with the Secretary of State of Minnesota, as amended from time to time.

(c) “Average Gross Profits” shall be determined by (i) taking the sum of Gross Profits of the Company during each of the thirty-six (36) full months immediately prior to the month in which the event giving rise to the purchase and sale of a Membership Interest occurs pursuant to Sections 12.01(c), (d), or (e); and (ii) dividing such sum by three (3).

(d) “Bankruptcy” shall mean a Member being adjudicated a bankrupt, or a Member making an assignment for the benefit of creditors, or a Member seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of the Member or all or substantially all of the Member’s property.

(e) “Capital Account” as of any given date shall mean the Capital Contribution to the Company by a Member or Economic Interest Owner as adjusted up to such date pursuant to Article VII.

(f) “Capital Contribution” shall mean any contribution to the capital of the Company in cash, services, or property by a Member or Economic Interest Owner whenever made. “Initial Capital Contribution” shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(g) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(h) “Company” shall refer to TELSTAR, USA L.L.C..

(i) “Deficit Capital Account” shall mean with respect to any Member or Economic Interest Owner, the deficit balance, if any, in such Member’s or Economic Interest Owner’s Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member or Economic Interest Owner is deemed to be obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

(j) “Distributable Cash” shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company’s business; (iii) such Reserves as the Members deem reasonably necessary for the proper operation of the Company’s business.

(k) “Divorce” shall mean, with respect to a Member who is a natural person, (i) the entry of a final and non-appealable judgment for dissolution of the Member’s marriage, or (ii) the execution by such Member of a property settlement agreement in connection with the dissolution of the Member’s marriage.

(l) “Economic Interest” shall mean a Member’s or Economic Interest Owner’s share of one or more of the Company’s Net Profits, Net Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

(m) “Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

(n) “Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(o) “Gifting Member” shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(p) “Gross Profits” means amounts actually received by the Company from its sales of products in the ordinary course of business minus only costs of goods sold and direct selling expenses.

(q) “Judicial Expulsion” means a Member’s expulsion from the Company by judicial determination because the Member has engaged in wrongful conduct that adversely and materially affects the Company, has willfully or persistently committed a material breach of this Operating Agreement, or of a duty owed to the Company or the other Members under the Act, or has engaged in conduct relating to the Company’s business that makes it not reasonably practicable to carry on the business with the Member.

(r) “Majority Interest” shall mean one or more Membership Interests which in the aggregate exceed fifty percent (50%) of all Voting Interests.

(s) “Member” shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of a Membership Interest or Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(t) “Membership Interest” shall mean a Member’s entire interest in the Company, including such Member’s Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Act.

(u) “Net Profits” and “Net Losses” shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting utilized by the Company.

(v) “Operating Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

(w) “Permanent Disability” means a physical or mental impairment of a Member who is a natural person which (i) is determined by the Company’s disability insurer to be permanent; or (ii) if no insurance exists, is determined by a physician retained by the Company to be a permanent and complete impairment of the Member’s ability to perform his usual and customary duties for the Company, which impairment existed for six (6) consecutive months prior to the date on which “Permanent Disability” is determined.

(x) “Persons” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

(y) “Reserves” shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

(z) “Retire” and “Retirement” shall mean that a Member who is a natural person has given the Company not less than one hundred and eighty (180) prior written notice of his intent to retire from the Company following his attaining the age of __Seventy Five (_75).

(aa) “Selling Member” shall mean any Member or Economic Interest Owner which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(bb) “Transferring Member” shall mean a Selling Member or a Gifting Member.

(cc) “Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

(dd) “Voting Interest” shall mean, for any Member, the percentage vote in the Company as set forth on Exhibit A attached hereto, as may be changed from time to time by the unanimous vote of the Members. A Member’s Voting Interest in the Company pertains solely to the Member’s right to govern the affairs of the Company. All allocations of Net Profits and Net Losses, and all distributions of cash or other property shall be made in accordance with Article VIII below.

ARTICLE II

FORMATION OF COMPANY

2.01 **Formation.** TELSTAR, USA L.L.C. has been organized as a Minnesota limited liability company by executing and delivering Articles of Organization to the Minnesota Secretary of State in accordance with and pursuant to the Act.

2.02 **Name.** The name of the Company is TELSTAR, USA L.L.C.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Minnesota is 9817 Valley View Rd., Eden Prairie, Minnesota 55344. The Company may locate its place of business and registered office at any other place or places as the Members may deem advisable.

2.04 Term. The Company shall be dissolved only in accordance with the provisions of this Operating Agreement and the Act.

ARTICLE III **BUSINESS OF COMPANY**

The business of the Company shall be to engage in any lawful activity for which a limited liability company may be formed under the Act.

ARTICLE IV **NAMES AND ADDRESSES OF MEMBERS**

The names and addresses of the Members as of the date of this Operating Agreement are as follows:

Name	Address
Richard O. Erickson	9817 Valley View Rd. Eden Prairie, Minnesota 55344
Reza Aghelnejad	9817 Valley View Rd. Eden Prairie, Minnesota 55344

ARTICLE V **RIGHTS AND DUTIES OF MEMBERS**

5.01 Management. The business and affairs of the Company shall be managed by its Members. The Members shall direct, manage and control the business of the Company, and shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Member, any action permitted to be taken by the Members shall require the approval of Members holding a Majority Interest, unless otherwise required by this Operating Agreement or the Act.

5.02 Certain Powers of Members. Without limiting the generality of Section 5.01, the Members shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Members may determine, whether or not such Person is directly or indirectly affiliated or connected with any Member or Economic Interest Owner;

(b) To borrow money for the Company from banks, other lending institutions, the Members or Economic Interest Owners, or affiliates of the Members or Economic Interest Owners on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Members, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized by the Members to contract such debt or incur such liability;

(c) To purchase liability and other insurance to protect the Company's properties and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To lease to third parties any real or personal property owned by the Company;

(f) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments; provided, however, that the Members shall invest Company funds for the purpose of preserving and protecting such funds, and shall not invest such funds in any investment in which there is a significant risk of loss of the principal amount invested;

(g) To merge the Company with or into any other Entity, or to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan;

(h) To execute on behalf of the Company all agreements, instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(i) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company; and

(j) To do or perform, or cause to be done or performed, all other acts as may be necessary or appropriate to the conduct of the Company's business, in each case in conformance with this Operating Agreement and the Act.

Unless authorized to do so by this Operating Agreement or by the Members of the Company, no Member, Economic Interest Owner, attorney-in-fact, employee or other agent of the

Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.04 Liability for Certain Acts. Each Member shall perform his duties as Member in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Member shall not be liable to the Company or to any other Member or Economic Interest Owner for any loss or damage sustained by the Company or any other Member or Economic Interest Owner, unless the loss or damage shall have been the result of fraud, deceit, negligence, willful misconduct or a wrongful taking by the Member.

5.05 Bank Accounts. The Members may from time to time open bank accounts in the name of the Company, and the Members shall be the sole signatories thereon.

5.06 Indemnity of the Members. The Company shall indemnify its Members in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against such Member by reason of the fact that he or she is or was a serving in such capacity, against expenses (including attorneys' fees and costs), judgments, fines, damages, losses, and amounts paid in settlement actually and reasonably incurred by such Member in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Member did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

5.07 Limitation of Liability. Each Member's or Economic Interest Owner's liability shall be limited as set forth in this Operating Agreement, the Act, and other applicable law.

5.08 Company Debt Liability. A Member or Economic Interest Owner will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligations of the Member or Economic Interest Owner under Sections 7.01 and 7.02 to make Capital Contributions, except as provided in Section 5.12 or as otherwise required by law.

5.09 List of Members and Economic Interest Owners. Upon the written request of any Member or Economic Interest Owner, the Company shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members and Economic Interest Owners.

5.10 Company Books. The Members shall cause the Company to maintain and preserve the accounts, books, and other relevant Company documents described in Section 8.09. Each Member and Economic Interest Owner shall have the right to inspect and copy the documents which the Company is required to maintain and make available to its Members and Economic Interest Owners in accordance with the Act. Each Member and Economic Interest Owner agrees to hold in strict confidence and not disclose or use, other than in furtherance of the interests of the Company or as required by law, any of the information contained in any of the accounts, books, and other relevant Company documents described in Section 8.09.

5.11 Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member or Economic Interest Owner has made to the Company, and, provided further, that each Member or Economic Interest Owner whose Capital Contribution(s) to the Company was in the form of cash or other property shall have priority over any Member or Economic Interest Owner whose Capital Contribution(s) was in the form of services, unless and until each Member and Economic Interest Owner whose Capital Contribution(s) was in the form of cash or other property has received the return of its entire Capital Contribution.

5.12 Liability of a Member or Economic Interest Owner to the Company. A Member or Economic Interest Owner who receives a distribution or the return in whole or in part of its contributions is liable to the Company only to the extent provided by the Act.

5.13 Members and Economic Interest Owners Have Exclusive Duty to Company.

(a) Each Member and Economic Interest Owner agrees that while he is a Member or Economic Interest Owner of the Company, and for a period of two (2) years following the date on which he ceases to be a Member or Economic Interest Owner of the Company, he shall not, directly or indirectly, on behalf of himself, or on behalf of any other Person other than the Company:

(i) solicit the sale of, sell, or market products to any Person who is or was a customer of the Company at any time during the twelve (12) month period prior to the date on which the Member or Economic Interest Owner ceases to be a Member or Economic Interest Owner, which products are competitive with the products sold by the Company;

(ii) represent or be employed by any manufacturer whose products are sold by the Company at any time during the twelve (12) month period prior to the date on which the Member ceases to be a Member for the purpose of selling such manufacturer's products within any territory in which the Company sells such products; or

(iii) solicit, hire, retain or otherwise engage or go into business with any Person who is or was a Member, Economic Interest Owner, or employee of the Company at any time during the twelve (12) month period immediately preceding the date on which the

Member or Economic Interest Owner hires or otherwise goes into business with such Person.

(b) Each Member and Economic Interest Owner expressly acknowledges that he shall be able to earn a livelihood without violating the restrictive covenants set forth in this Section 6.07.

(c) Each Member and Economic Interest Owner acknowledges that upon breaching the restrictive covenants contained in this Section 6.07, the Member or Economic Interest Owner will cause damages of an irreparable and continuing nature to the Company, for which money damages will not provide adequate relief. Therefore, each Member and Economic Interest Owner agrees that in addition to any money damages the Company may be entitled to recover, the Company also is entitled to obtain an injunction (including but not limited to a temporary restraining order) for the remainder of the period specified in the restrictive covenant which the Member or Economic Interest Owner breached. The Company shall have the right to obtain such injunctive relief without having to post any bond or prove any specific damages. The remedies contained in this Section 6.07 are in addition to and not to the exclusion of any other remedies whether specified in this Operating Agreement, available at law, in equity or otherwise.

(d) If any part or parts of this Section 6.07 are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall nevertheless be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.

ARTICLE VI

MEETINGS OF MEMBERS

6.01 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Member or Members holding at least twenty percent (20%) of the Voting Interests.

6.02 Place of Meetings. The Members may designate any place, either within or outside the State of Minnesota, as the place of meeting, for any meeting of the Members. If no designation is made, the place of meeting shall be the principal place of business of the Company in the State of Minnesota.

6.03 Notice of Meetings. Except as provided in Section 6.04, written notice stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Member or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid.

6.04 Meeting of All Members. If all of the Members shall meet at any time and place, either within or outside of the State of Minnesota, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.05 Record Date. For the purposes of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

6.06 Quorum. Members holding a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Voting Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Interests which absence would cause less than a quorum.

6.07 Proxies. At all meetings of Members, a Member may vote in person or by a proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.08 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.09 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated herein, shall be equivalent to the giving of such notice.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.01 Members' and Economic Interest Owners' Capital Contributions. Each Member has heretofore contributed cash or property to the Company as his Initial Capital Contribution.

7.02 Additional Contributions. No Member or Economic Interest Owner shall be required to make additional Capital Contributions to the Company.

7.03 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member and Economic Interest Owner. Each Member's or Economic Interest Owner's Capital Account will be increased by (1) the amount of money contributed by such Member or Economic Interest Owner to the Company; (2) the fair market value of property or services contributed by such Member or Economic Interest Owner to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member or Economic Interest Owner of income and gain (or items thereof) of the Company, including income and gain exempt from tax and gain described in Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations, but excluding income and gain described in Section 1.704-1(b)(4) of the Treasury Regulations; and (4) allocations to such Member or Economic Interest Owner of income described in Code Section 705(a)(1)(B). Each Member's or Economic Interest Owner's Capital Account will be decreased by (1) the amount of money distributed to such Member or Economic Interest Owner by the Company; (2) the fair market value of property distributed to such Member or Economic Interest Owner by the Company (net of liabilities secured by such distributed property that such Member or Economic Interest Owner is considered to assume or take subject to under Code Section 752); (3) allocations to such Member or Economic Interest Owner of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member or Economic Interest Owner of Company loss and deduction as set forth in the Treasury Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 7.03 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 7.03 should be modified in order to comply with Code Section 704(b) and the corresponding Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 7.03, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members and Economic Interest Owners as set forth in this Operating Agreement.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the dissociation of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member or Economic Interest Owner.

(e) Except as otherwise required in the Act (and subject to Sections 7.01 and 7.02), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

7.04 Withdrawal or Reduction of Members' or Economic Interest Owners' Contributions to Capital.

(a) A Member or Economic Interest Owner shall not receive out of the property of the Company any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members or Economic Interest Owners on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Economic Interest Owner, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

**ARTICLE VIII
ALLOCATIONS, INCOME TAX, DISTRIBUTIONS,
ELECTIONS AND REPORTS**

8.01 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated as follows:

Name	Percentage Allocation
Richard O. Erickson	50%
Reza Aghelnejad	50%

8.02 Special Allocations to Capital Accounts. Notwithstanding Section 8.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Code Section 705(a)(2)(B) shall be charged to the Capital Account of any Member or Economic Interest Owner

if such allocation would cause such Member or Economic Interest Owner to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member or Economic Interest Owner to have a Deficit Capital Account shall instead be charged to the Capital Account of any Members or Economic Interest Owners which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions or, if no such Members or Economic Interest Owners exist, then to the Members or Economic Interest Owners in accordance with their interest in Company profits pursuant to Section 8.01.

(b) In the event any Member or Economic Interest Owner unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member or Economic Interest Owner, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member or Economic Interest Owner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 8.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) In the event any Member or Economic Interest Owner would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member or Economic Interest Owner is deemed to be obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's or Economic Interest Owner's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations, the Capital Account of such Member or Economic Interest Owner shall be specially credited with items of income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 8.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during any taxable year of the Company, then the Capital Account of each Member or Economic Interest Owner shall be allocated items of income (including gross income) and gain for such year (and, if necessary, for subsequent years) equal to that Member's or Economic Interest Owner's share of the net decrease in Company minimum gain. This Section 8.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If, in any taxable year that the Company has a net decrease in the Company's minimum gain, and the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and Economic Interest Owners and it is not expected that the Company will have sufficient other income to correct the distortion, the Members may, in their discretion (and shall, if requested to do so by a Member or Economic Interest Owner) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member or Economic Interest Owner) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Member's and Economic Interest Owner's Capital Accounts in accordance with Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations), such deductions shall be allocated to the Members and Economic Interest Owners in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Code Section 704(c)(1)(A), if a Member or Economic Interest Owner contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members and Economic Interest Owners so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Code Section 704(c)(1)(B), if any contributed property is distributed by the Company other than to the contributing Member or Economic Interest Owner within seven (7) years of being contributed, then, except as provided in Code Section 704(c)(2), the contributing Member or Economic Interest Owner shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member or Economic Interest Owner under Code Section 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution other than cash by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in the amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Pre-contribution Gain (as defined in Code Section 737(b) of the Member or Economic Interest Owner. The Net Pre-contribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Code Section 704(c)(1)(B) of all property which (1) had been contributed to the Company within seven (7) years of the distribution, if such property had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the

distributee Member or Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 8.02(i) and shall not be taken into account in determining the amount of the Net Pre-contribution Gain. If the property distributed consists of an interest in an Entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such Entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member or Economic Interest Owner (as consideration for an Economic Interest or Membership Interest), the Capital Accounts of the Members and Economic Interest Owners shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members and Economic Interest Owners in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis of and fair market value of property contributed to the Company are taken into account in determining the Members' and Economic Interest Owners' shares of tax items under Code Section 704(c).

(k) All recapture of income tax deductions resulting from the sale or disposition of Company property shall be allocated to the Members or Economic Interest Owners to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member or Economic Interest Owner is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members and Economic Interest Owners pursuant to Sections 8.02(b), (c) and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 8.01 so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 8.01 and 8.02 shall, to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member or Economic Interest Owner pursuant to the provisions of this Article VIII if the special allocations required by Sections 8.02(b), (c) and/or (d) had not occurred.

8.03 Distributions. A Member or Economic Interest Owner has no right to demand and receive any distribution in a form other than cash. All distributions of cash or other property shall be made to the Members and Economic Interest Owners in proportion to the allocation to each Member and Economic Interest Owner of Net Profits and Net Losses set forth in Section 8.01 above on the record date of such distribution. Subject to Section 8.04, all distributions of Distributable Cash and property shall be made at such time as determined by the Members. All

amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to any Member or Economic Interest Owner from the Company shall be treated as amounts distributed to the relevant Member or Economic Interest Owner pursuant to this Section 8.03.

8.04 Limitation Upon Distributions. No distributions or return of contributions shall be made and paid in violation of the Act.

8.05 Accounting Principles. The profits and losses of the Company shall be determined in accordance with the method of accounting utilized by the Company.

8.06 Interest on and Return of Capital Contributions. No Member or Economic Interest Owner shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution.

8.07 Transaction of Business With Company. Except as otherwise provided in this Operating Agreement, a Member or Economic Interest Owner may transact any business with the Company, including, but not limited to, selling to or purchasing from the Company any property or services, or making secured or unsecured loans to the Company; provided, however, that any such transaction shall be on terms no less favorable to the Company than would be available to it in an arm's length transaction.

8.08 Accounting Period. The Company's accounting period shall be the calendar year ("Fiscal Year").

8.09 Records, Audits and Reports. The Company shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the records required to be kept by the Act.

8.10 Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members and Economic Interest Owners within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by the Members in their sole discretion, provided that the Members shall make any tax election requested by Members owning a Majority Interest.

8.11 Partnership Representative. Richard Erickson is hereby designated the "partnership representative" (within the meaning of amended Section 6223(a) of the Code) of the Company. In acting as partnership representative, with respect to any item arising in respect of any taxable year beginning on or after the date hereof, 8/13/2012 shall be subject to the direction and control of the Members. The partnership representative shall (i) inform the Members of all administrative and judicial proceedings pertaining to the determination of the Company's tax items and will provide

the Members with copies of all notices received from the Internal Revenue Service (or any other taxing authority) regarding the commencement of a Company level audit or a proposed adjustment of any of the Company's tax items and (ii) provide the Members with reasonable notice of material events occurring in the course of Company tax audits and the other proceedings in which it participates in such capacity. Members holding a Majority Interest may remove the partnership representative with or without cause.

ARTICLE IX TRANSFERABILITY

9.01 **General.** Except as otherwise specifically provided herein, neither a Member nor an Economic Interest Owner shall have a right, as to all or any part of its Membership Interest or Economic Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration; or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy);

provided, however, that a Member may transfer his Membership Interest to a revocable declaration of trust of which he is the grantor and the sole beneficiary.

9.02 **Right of First Refusal.**

(a) If a Selling Member desires to sell all or any portion of its Membership Interest or Economic Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered. The Selling Member shall give written notification to the remaining Member, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Member a copy of the written offer to purchase such interest.

(b) The remaining Member shall have a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member or Economic Interest Owner, by certified mail or personal delivery, of their intention to do so within forty-five (45) days after receiving written notice from the Selling Member. The failure of the remaining Member to so notify the Selling Member of its desire to exercise this right of first refusal within said forty-five (45) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid forty-five (45) day period.

In the event the remaining Member gives written notice to the Selling Member of its desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Member shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member's election to exercise its right of first refusal.

(c) As a condition to the Company recognizing the effectiveness of: (i) the purchase of the Selling Member's interest in the Company by a third party purchaser, (ii) the gift of an interest in the Company (including an Economic Interest), or (iii) (subject to Section 9.03) the substitution of a new Member, the remaining Members may require the Transferring Member or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

(i) verify the purchase, gift or transfer, as the case may be;

(ii) confirm that the Person desiring to acquire an interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject to and bound by all of the terms, obligations and conditions of this Operating Agreement (whether such Person is to be admitted as a new Member or an Economic Interest Owner);

(iii) maintain the status of the Company as a partnership for federal tax purposes;
and

(iv) assure compliance with any applicable state and federal laws, including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member or Economic Interest Owner in compliance with this Article IX shall be deemed effective as of the last day of the calendar month in which the remaining Member's consent thereto was given. The Transferring Member shall indemnify the Company and the remaining Member against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article IX.

9.03 Transferee Not a Member in Absence of Unanimous Consent.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 9.02 hereof), if the remaining Member does not approve a proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest, said transferee or donee

shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved in accordance with this Operating Agreement shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member.

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the rights associated with a Membership Interest, all remaining rights and interests which were owned by the Transferring Member immediately prior to such sale or gift shall immediately lapse.

ARTICLE X ADDITIONAL INTERESTS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by the unanimous approval thereof may become a Member or an Economic Interest Owner in this Company by the issuance of a Membership or Economic Interest by the Company for such consideration as the Members, by their unanimous approval, shall determine, subject to the terms and conditions of this Operating Agreement. No new Member or Economic Interest Owner shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Members may, at their option, at the time a Member or an Economic Interest Owner is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of loss, income and expense deductions to a new Member or Economic Interest Owner for that portion of the Company's tax year in which a Member or an Economic Interest Owner was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XI DISSOCIATION, DISSOLUTION AND TERMINATION

11.01 Dissociation; Dissolution.

(a) Notwithstanding anything in the Act to the contrary, a Member shall be deemed to have dissociated from the Company only upon the occurrence of one or more of the following events:

- (i) the Member's death or Permanent Disability;
- (ii) the Member's Retirement;
- (iii) the Member's voluntary withdrawal from the Company which does not qualify as a Retirement;

(iv) the Member's Judicial Expulsion from the Company;

(v) the Member's Bankruptcy;

(vi) the Member's Divorce; or

(vii) the dissolution or other termination of the existence of the Member if the Member is not a natural person.

(b) Notwithstanding any event causing a dissociation of a Member, or anything in the Act to the contrary, the Company shall be dissolved only upon the occurrence of one or more of the following events:

(i) the unanimous written agreement of all Members;

(ii) it shall be unlawful for all or substantially all of the business of the Company to be continued;

(iii) the entry of a judicial decree of dissolution; or

(iv) the administrative dissolution of the Company by the State of Minnesota.

(c) Upon the death of a Member, all of his Membership Interest shall be sold to the Company, and the Company shall buy the same pursuant to the following terms:

(i) The purchase price shall be as set forth in Section 12.01(g) below.

(ii) Upon the death of a Member, the Company shall promptly undertake to collect the proceeds of any life insurance policy it owns upon the life of the deceased Member. At the closing of a purchase and sale pursuant to this Section 12.01(c), the Company shall pay the purchase price of the Membership Interest owned by the deceased Member by delivery to the estate of the deceased Member of a check in the amount of the lesser of the purchase price of the Membership Interest owned by the deceased Member or one hundred percent (100%) of the proceeds of all life insurance policies upon the life of the deceased Member, and the balance, if any, shall be paid in not more than sixty (60) equal and consecutive monthly installments of principal plus interest at the prime rate as announced in the *Wall Street Journal* on the date of the closing, the first payment to be due thirty (30) days following the closing. Any deferred payment shall be evidenced by a promissory note substantially in the form attached hereto as Exhibit B.

(iii) The closing of the transactions contemplated by this Section 12.01(c) shall occur on a date determined by the Company, which shall be not later than thirty (30) days after the date on which the Company has been paid the proceeds of the life insurance policy,

if any, maintained by it on the deceased Member's life, but in no event shall the closing occur more than one hundred and eighty (180) days following the decedent's death.

(d) Upon the Permanent Disability of a Member, all of his Membership Interest shall be sold to the Company, and the Company shall buy the same pursuant to the following terms:

(i) The purchase price shall be as set forth in Section 12.01(g) below.

(ii) At the closing of a purchase and sale pursuant to this Section 12.01(d), the Company shall pay the purchase price of the Membership Interest owned by the disabled Member by delivery to the disabled Member or his guardian, as applicable, of a promissory note substantially in the form attached hereto as Exhibit B which provides for payment in not more than ninety-six (96) equal and consecutive monthly installments of principal plus interest at the prime rate as announced in the *Wall Street Journal* on the date of the closing, the first payment to be due thirty (30) days following the closing.

(iii) The closing of the transactions contemplated by this Section 12.01(d) shall occur on a date determined by the Company, which shall be not later than one hundred and eighty (180) days following the date of determination of Permanent Disability of the Member.

(e) Upon the Retirement of a Member, all of his Membership Interest shall be sold to the Company, and the Company shall buy the same pursuant to the following terms:

(i) The purchase price shall be as set forth in Section 12.01(g) below.

(ii) At the closing of a purchase and sale pursuant to this Section 12.01(e), the Company shall pay the purchase price of the Membership Interest owned by the retired Member by delivery to the retired Member of a promissory note substantially in the form attached hereto as Exhibit B which provides for payment in not more than ninety-six (96) equal and consecutive monthly installments of principal plus interest at the prime rate as announced in the *Wall Street Journal* on the date of the closing, the first payment to be due thirty (30) days following the closing.

(iii) The closing of the transactions contemplated by this Section 12.01(e) shall occur on a date determined by the Company, which shall be not later than one hundred and eighty (180) days following the date of the Member's Retirement.

(iv) Notwithstanding anything to the contrary contained in this Operating Agreement, if a Member who is otherwise entitled to Retire fails to give the Company not less than one hundred and eighty (180) days prior written notice of his intent to Retire, then such Member's dissociation from the Company shall be deemed to be a voluntary dissociation from the Company which does not qualify as a Retirement.

(f) Notwithstanding anything in the Act to the contrary, upon a Member's (i) voluntary dissociation from the Company which does not qualify as a Retirement; (ii) Judicial Expulsion, (iii) Bankruptcy; (iv) Divorce; or (v) dissolution or other termination of the existence if the Member is not a natural person, all of its Membership Interest shall be sold to the Company, and the Company shall buy the same pursuant to the following terms:

(i) The purchase price shall be as set forth in Section 12.01(h) below.

(ii) At the closing of a purchase and sale pursuant to this Section 12.01(f), the Company shall pay the purchase price of the Membership Interest owned by the dissociated Member by delivery to the disabled Member of a promissory note substantially in the form attached hereto as Exhibit B which provides for payment in not more than thirty-six (36) equal and consecutive monthly installments of principal plus interest at the prime rate as announced in the *Wall Street Journal* on the date of the closing, the first payment to be due thirty (30) days following the closing.

(iii) The closing of the transactions contemplated by this Section 12.01(f) shall occur on a date determined by the Company, which shall be not later than one hundred and eighty (180) days following the date of the applicable event giving rise to the Member's dissociation.

(g) The purchase price payable to a Member for his Membership Interest purchased and sold pursuant to Sections 12.01(c), (d), or (e) above shall be equal to (i) the Average Gross Profits (ii) multiplied by the Member's allocation of Net Profits and Net Losses as set forth in Section 9.01 above.

(h) The purchase price payable to a Member for his Membership Interest purchased and sold pursuant to Section 12.01(f) above shall be equal to such Member's Capital Account as of the last day of the month immediately preceding the month in which the event giving rise to the purchase and sale of a Membership Interest occurs.

11.02 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Members shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members and Economic Interest Owners in kind);

(ii) Allocate any profit or loss resulting from such sales to the Member's and Economic Interest Owners' Capital Accounts in accordance with Article VIII hereof;

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company); and

(iv) Distribute the remaining assets in the following order:

(1) if any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members and Economic Interest Owners. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article VIII and Section 7.03 of this Operating Agreement to reflect such deemed sale.

(2) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members and Economic Interest Owners, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 11.02(b)(iv)(1). Any such distribution to the Members and Economic Interest Owners in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(ii)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(ii)(g) of the Treasury Regulations, if any Member or Economic Interest Owner has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member or Economic Interest Owner shall have no obligation to make any Capital Contribution, and the negative balance of such Member's or Economic Interest Owner's Capital Account shall not be considered a debt owed by such Member or Economic Interest Owner to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Member(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

11.03 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, Articles of Termination as required by the Act, shall be executed in duplicate and filed with the Minnesota Secretary of State.

11.04 Effect of Filing of Articles of Termination. Upon the filing of Articles of Termination with the Minnesota Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Members shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

11.05 Return of Contribution Nonrecourse to Other Members and Economic Interest Owners. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the contribution of one or more Members or Economic Interest Owners, such Members or Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner, except as otherwise provided by law.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or Economic Interest Owner's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid.

12.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Members in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 8.09. The books and records shall at all times be maintained at the principal place of business of the Company.

12.03 Application of Minnesota Law. This Operating Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Minnesota, and specifically the Act.

12.04 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

12.05 Amendments. This Operating Agreement may be amended only by a writing signed by all of the Members.

12.06 Execution of Additional Instruments. Each Member and Economic Interest Owner hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any applicable laws, rules or regulations.

12.07 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.08 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

12.09 Waivers. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

12.10 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

12.11 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.12 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

12.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Operating Agreement as of the day and year first above written.

Richard O. Erickson

Reza Aghelnejad

Name	Percentage Allocation
Richard O. Erickson 912 Nine Mile Cove South Hopkins, Minnesota 55343	50%
Reza Aghelnejad 700 Washington Avenue North #616 Minneapolis, Minnesota 55401	50%

EXHIBIT A

VOTING INTERESTS OF MEMBERS

Name	Voting Interest
Richard O. Erickson	50%
Reza Aghelnejad	50%

EXHIBIT B

PROMISSORY NOTE

\$ _____, 20__

For value received, the undersigned hereby promises to pay to _____ (the "Payee") the principal sum of _____ Dollars (\$ _____) plus interest thereon at the rate of _____ percent (_____%) per annum, in _____ (_____) equal installments of principal and interest, with the first installment due on _____, and each following installment due on the last day of each successive month thereafter, with the final installment due on _____. All payments made hereunder shall first be applied to interest and then to the principal sum. All or any portion of the principal sum may be prepaid at any time without penalty, provided that the prepayment shall be accompanied by all interest accrued to the date of the prepayment.

It shall be an event of default if the undersigned shall fail to pay any installment due under this Note and the failure continues unremedied for a period of _____ (_____) days. Upon the occurrence of an event of default, the entire unpaid principal sum plus all accrued but unpaid interest thereon shall be immediately due and payable.

Payments of principal and interest shall be made at the place as the legal holder hereof may from time to time in writing appoint and in the absence of an appointment, to the holder hereof at _____.

To secure the payment and performance of this Note, the undersigned hereby grants to the Payee a security interest in and hereby pledges and assigns to the Payee all of the Membership Interest of TELSTAR, USA L.L.C., a Minnesota limited liability company, sold by the Payee in connection with the making of this Note, and any and all distributions and other proceeds thereof.

This Note has been delivered at and shall be deemed to have been made in the State of Minnesota, and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Minnesota.

The undersigned may pre-pay all or any part of this Note at any time and from time to time, without premium or penalty, provided that any such payment is accompanied by all accrued and unpaid interest through the date of such pre-payment.

The undersigned hereby waives presentment for payment, notice of dishonor and protest.
