

**ARTICLES OF ORGANIZATION**

**OF**

**MELROSE LAND LLC**

The undersigned, for the purpose of forming a limited liability company (the "Company") under the Kansas Revised Limited Liability Company Act (the "Act"), hereby makes, acknowledges and files these Articles of Organization:

**FIRST.** The name of the Company is:

Melrose Land LLC

**SECOND.** The address of the Company's registered office in the State of Kansas is 14819 West 95<sup>th</sup> Street, Lenexa, Kansas 66215-5220. The name of its resident agent at such address for service of process is Clay Blair, III.

**THIRD.** The Company will commence its existence on the date these Articles of Organization are filed with the Kansas Secretary of State.

**FOURTH.** Management of the Company is vested in one or more managers as provided in the Company's Operating Agreement.

The undersigned, for the purpose of forming a limited liability company under the Act, hereby executes these Articles of Organization on March 14, 2017.

SMF REGISTERED SERVICES, INC.

By:



Allen W. Blair, Vice President

Authorized Person

## OPERATING AGREEMENT

### OF

### MELROSE LAND LLC

This OPERATING AGREEMENT of MELROSE LAND LLC (the "Company") is made as of March 14, 2017, by Janet M. Blair as Trustee of the Janet M. Blair Revocable Trust, the sole Member (the "Member") and Janet M. Blair, as Manager of the Company (the "Manager").

#### ARTICLE I

##### FORMATION

1.1 Formation. The Member acknowledges the formation of the Company under the Kansas Limited Liability Company Act, as amended from time to time (the "Act").

1.2 Purpose. The purposes of the Company shall be to engage in such lawful business for which it is authorized under its Articles of Organization.

1.3 Names. The Company may conduct business under its own name and under such other names, as the Company deems appropriate or convenient.

1.4 Members. Members shall include only the undersigned initial Member and any Member subsequently admitted in writing to the Company. The name, address, and Membership Interest of the initial Member is Janet M. Blair as Trustee of the Janet M. Blair Revocable Trust, 14819 West 95<sup>th</sup> Street, Lenexa, Kansas 66215, which owns 100% of the Membership Interests.

1.5 Registered Agent and Registered Office. The Company's registered agent is Clay C. Blair III and the Company's registered office is 14819 West 95<sup>th</sup> Street, Lenexa, Kansas 66215. The Company's registered office or registered agent may be changed as provided in the Act.

1.6 Expense Reimbursement. The Company shall bear all expenses and liabilities incurred with respect to the organization, operation, and management of the Company. The Member shall be entitled to reimbursement from the Company for any Company expenses or liabilities incurred by the Member.

#### ARTICLE II

##### CONTRIBUTIONS AND DISTRIBUTIONS

2.1 Capital Contributions. As of the date hereof, the Member has made Capital Contributions to the Company on the dates and equal to the amounts reflected in the books and records of the Company. The Member shall make additional Capital Contributions in such form and at such times as the Member shall determine in his sole and absolute discretion; provided,

however, that any such additional Capital Contributions shall be evidenced in writing and recorded in the books and records of the Company.

2.2 Distributions. The Company may distribute to the Member from time to time cash and non-cash assets of the Company to the extent permitted by applicable law.

### ARTICLE III

#### MANAGEMENT

3.1 Management. The business and affairs of the Company shall be managed by its designated Manager. Janet M. Blair is designated as Manager. A Manager shall participate in the direction, management and control of the business of the Company to the best of his or her ability.

3.2 Number, Tenure and Qualifications. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members holding a majority of all Voting Interests, but in no instance shall there be an absence of any Manager. Each Manager shall hold office until his successor shall have been elected and qualified, or removed by a Manager. Managers shall be elected or removed by the affirmative vote of Members holding at least a majority of all Voting Interests. Managers need not be residents of the State of Kansas. A Manager need not also be a Member of the Company.

3.3 Certain Powers of Managers. The Managers shall have the power to do and perform all other acts as may be appropriate to the conduct of the Company's business as may be permitted under the Act.

3.4 Approval of Members for Certain Acts. As long as Janet M. Blair is acting as Manager, no other consent or approval of any act shall be required

3.5 Liability for Certain Acts. Each Manager shall exercise his or her business judgment in participating in the management of the business, operations and affairs of the Company. Unless fraud, deceit, gross negligence, willful misconduct or a wrongful taking shall be proved by a non-appealable court order, judgment, decree or decision, a Manager shall not be liable or obligated to the Members for any mistake of fact or judgment or for the doing of any act or the failure to do any act by the Manager in conducting the business, operations and affairs of the Company, which may cause or result in any loss or damage to the Company or its Members. A Manager does not, in any way, guarantee the return of the Member's Capital Contributions or a profit for the Members from the operations of the Company. A Manager shall not be responsible to any Members because of a loss of their investments or a loss in operations, unless the loss shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by a Manager. A Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

3.6 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company.

3.7 Indemnification. The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company property) shall indemnify, save harmless, and pay all judgments and claims against each Member (or any custodian, trustee or beneficiary of such Member), Manager or Officer of the Company, relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Member (custodian, trustee or beneficiary of such Member), Manager or Officer in connection with the business of the Company, including attorneys' fees incurred by such Member (custodian, trustee or beneficiary of such Member), Manager or Officer in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended). to the fullest extent as permitted by law.

3.7 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.8 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding a majority of all Voting Interests then entitled to vote at an election of Managers.

3.9 Vacancies. Any vacancy shall be filled by the affirmative vote of Members holding at least a majority of all Voting Interests. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office and shall hold office until the expiration of such term and until a successor shall be elected and shall qualify or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next meeting of Members and until a successor shall be elected and shall qualify, or until the Manager's earlier death, resignation or removal.

#### ARTICLE IV

##### TRANSFER OF INTERESTS

The Member may transfer a Membership Interest in whole or in part at such time and pursuant to such terms, in whole or in part, as the Member shall determine in his sole discretion.

#### ARTICLE V

##### DISSOLUTION

5.1 Event of Dissolution. The Company shall be dissolved upon the occurrence of any of the events set forth in the Articles of Organization.

5.2 Filing of Statement. As soon as possible following the occurrence of any of the events specified in this Section effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of in such form as shall be prescribed by the Kansas Secretary of State and file same with the Kansas Secretary of State's office.

5.3 Effect of Filing of the Dissolving Statement. Upon the filing with the Kansas Secretary of State of the aforementioned statement, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

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

(a) those to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their Capital Contributions; and

(b) those to Members of the Company with respect to their Capital Accounts.

5.5 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, appropriate articles shall be executed and filed, which articles shall set forth the information required by the Kansas Act.

5.6 Winding Up. Except as provided by law, upon dissolution, each Member 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 Capital Contribution of each Member, such Member shall have no recourse against any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Manager, who is hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Managers deem necessary or appropriate to sell.

5.7 Exclusive Benefit of Members. This Operating Agreement is entered into among the Members for the exclusive benefit of the Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company, nor for any bankruptcy trustee, receiver or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement, or any agreement between the Company and any Member with respect to any Capital Contribution, indemnity, sharing of claims or otherwise.

## ARTICLE VI

### GENERAL

6.1 Limited Liability. Neither the Manager, the Member nor any agent of the Member or the Company shall be liable for any debt, obligation or liability of the Company solely by reason of being a manager, member or agent, except as provided by law.

6.2 Qualification in Other Jurisdictions. If required by law, the Company shall promptly qualify or register to transact business in all jurisdictions other than Kansas in which it conducts business.

6.3 Information and Records. The Company shall keep books and records separate from those of the Member and Managers, and shall at all times segregate and account for all of its assets and liabilities separately from those of the Member and Managers. Upon reasonable notice, any designated representative of the Member shall have access to such books and records during reasonable business hours and may inspect and make copies of any of them at the Member's expense.

6.4 Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements.

6.5 Amendment. This Agreement may only be amended by the written consent of the Member, or, if additional Members are admitted, by the unanimous written consent of the Members.

6.6 Severability. In the event any part of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part was deleted and shall be construed as nearly as permitted by law to give effect to the original intent expressed herein.

6.7 Headings. Article, section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

6.8 Governing Law. This Agreement shall be governed by the Act and other applicable laws of the state of Kansas, without giving effect to its conflicts of laws rules.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the date first written above.

JANET M. BLAIR AS TRUSTEE OF THE JANET M. BLAIR REVOCABLE TRUST

By: Janet M. Blair  
Janet M. Blair, Trustee

MANAGER:

By: Janet M. Blair  
Janet M. Blair

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

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MELROSE LAND LLC  
CLAY C BLAIR III MBR  
14819 W 95TH ST  
LENEXA KS 66215

Date of this notice: 03-20-2017

Employer Identification Number:  
82-0809521

Form: SS-4

Number of this notice: CP 575 B

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

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0809521. 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.

When filing tax documents, payments, and 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 form(s) by the date(s) shown.

Form 1065

03/15/2018

If you have questions about the form(s) or the due dates(s) 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 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 2004-1, 2004-1 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.

002762





## EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**EIN Assigned: **82-0809521**Legal Name: **MELROSE LAND LLC**


The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

## Help Topics

 [Can the EIN be used before the confirmation letter is received?](#)