ACTION BY WRITTEN CONSENT OF THE SOLE MEMBER OF CAMP FICKES SHOOTING RANGE, LLC

The undersigned, constituting the sole member (the "Member") of Camp Fickes Shooting Range, LLC, a Colorado limited liability company (the "Company"), hereby consents, pursuant to the Colorado Limited Liability Company Act, to the adoption of the following resolutions as of January 8, 2016.

<u>Organizational Documents</u>

RESOLVED, that the Articles of the Organization of the Company, which were filed with the Secretary of State of Colorado on January 8, 2016 be, and they hereby are, authorized, adopted, ratified and approved; and

RESOLVED FURTHER, that the form, terms and provisions of that certain Limited Liability Company Operating Agreement of the Company attached hereto as Exhibit A be, and it hereby is, authorized, adopted, ratified and approved.

Capital Contribution

RESOLVED, that an initial capital contribution of \$100 made by Buffalo Creek Gun Club, Inc., a Colorado corporation, in consideration of 100 Units of the Company, is hereby approved.

Fiscal Year

RESOLVED, that the fiscal year of the Company shall end on the 31^{st} day of the month of December of each year.

Bank Accounts

RESOLVED, that the managers or officers of the Company be, and hereby are, authorized to open a checking account or accounts in such depositories as the managers or officers of the Company may, from time to time, determine, and to execute such banking resolutions as such depositories may from time to time require, which banking resolutions are incorporated by reference as if set forth in full herein and which may permit checks, drafts, notes, bills of exchange, acceptances, or other orders for the payment of money, or loans, guarantees, endorsements or similar actions to be taken by the managers or officers of the Company.

Management Powers

RESOLVED, that the managers or officers of the Company be, and they hereby are, authorized to sign and execute in the name and on behalf of the Company all applications, contracts, leases and other deeds and documents or instruments in writing of whatever nature that may be required in the ordinary course of business of the Company and that may be necessary to secure for operation of the company affairs, governmental permits and licenses for, and incidental to, the lawful operations of the business of the Company, and to do such acts and things as the managers or officers of the Company deem necessary or advisable to fulfill such legal requirements as are applicable to the Company and its business.

Election of Managers

RESOLVED, that the authorized number of managers of the Company (the "Managers") be initially set at five (5); and

RESOLVED, that, effective as of this date, Dabney Crump, Owen Maddox, Sam Morris, Dean Barr, and Jim Madere be, and they hereby are, appointed as the initial Managers to serve until their successors are duly elected and qualified.

Employer Tax Identification Number

RESOLVED, that the managers or officers of the Company be, and each of them hereby is, authorized to apply for an employer's identification number for the Company.

Withholding Taxes

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to consult with the bookkeeper, auditors and attorneys of the Company in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes which the Company may now be (or hereafter becomes) liable.

Qualification to do Business

RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory, or dependency of the United States or any foreign country in which it is necessary or expedient for this Company to transact business, the managers or officers of the Company are authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and, to make and file all necessary certificates, reports, powers of attorney, and other instruments as may be required by the laws of such state, territory, dependency, or country, and to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificates, reports, revocations of appointment, or surrenders of authority as may be necessary to terminate the authority of the Company to do business in such state, territory, dependency, or country.

Principal Office

RESOLVED, that the principal executive office of the Company shall be at 3650 Myers Gulch Rd,, Kittredge, CO 80457, or at such other address as may be designated by the Member or managers from time to time.

Actions of Person

RESOLVED, that all of the actions of the person (the "Person") who formed the Company, and in anticipation thereof, and all obligations incurred in connection therewith are ratified, adopted, approved, confirmed and assumed by the Company; and

RESOLVED FURTHER, that the Person, in its capacity as the Person, shall have no liability on behalf of the Company, and the Company shall indemnify and hold harmless the Person, in its capacity as the Person, for all actions covered by the foregoing resolution.

Omnibus Resolution

RESOLVED, that the managers and officers of the Company are authorized, for and on behalf of the Company, to make all such arrangements to do and perform all such acts and to execute and deliver all such certificates and such other instruments, agreements, and documents, as such managers or officers may deem necessary or appropriate in order to fully effectuate the purpose of each and all of the foregoing resolutions, and to waive all conditions and to do all things necessary and helpful to carry out the purposes of the foregoing resolutions, and that any and all prior or future actions taken by the managers or officers of the Company that are consistent with the purposes and intent of the above resolutions are ratified, approved, adopted, and confirmed; and

RESOLVED FURTHER, that all actions taken and delivered by the managers or officers of the Company in furtherance of any of the foregoing are hereby ratified, adopted, approved and confirmed and declared to be the binding and enforceable obligations of the Company in accordance with the respective terms and provisions thereof.

This Action by Written Consent of the Sole Member may be signed by facsimile or other electronic means which shall be deemed an original, and shall be filed with the minutes of the proceedings of the Member of the Company.

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IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Sole Member as of the date first written above.

BUFFALO CREEK GUN CLUB, INC.

Name: Owen Maddox

Title: President

EXHIBIT A

Limited Liability Company Operating Agreement

[See attached]

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF CAMP FICKES SHOOTING RANGE, LLC

This Limited Liability Company Operating Agreement (this "<u>Agreement</u>") of Camp Fickes Shooting Range, LLC, a Colorado limited liability company (the "<u>Company</u>"), is adopted, executed and agreed to by Buffalo Creek Gun Club, Inc., a Colorado corporation (the "<u>Sole Member</u>"), as of January 8, 2016

- 1. Name. The name of the limited liability company is Camp Fickes Shooting Range, LLC.
- 2. <u>Purpose</u>. The Company was formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Colorado Limited Liability Company Act, as amended (the "<u>Act</u>").
- 3. <u>Powers</u>. The Company has all of the powers of a limited liability company set forth in the Act.
- 4. <u>Principal Office</u>. The initial principal office of the Company is at 3650 Myers Gulch Rd,, Kittredge, CO 80457, but the Managers may maintain offices wherever the business of the Company may require.
- 5. <u>Registered Agent and Registered Office</u>. The Company will continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with the registered office. The Company may change its registered office, its registered agent, or both, upon filing a statement as specified by the Act.
- 6. <u>Member</u>. The entity named in the preamble to this Agreement is the Sole Member of the Company.
- 7. <u>Capital Structure</u>. The ownership interests in the Company shall be represented by units ("<u>Units</u>").
- 8. <u>Capital Contributions</u>. The Sole Member has agreed to make a capital contribution to the Company of One Hundred Dollars (\$100.00) in exchange for 100 Units. The Sole Member is not required to make any additional capital contributions to the Company.
- 9. <u>No Interest on Capital Contributions</u>. The Company will not pay any interest on capital contributions or any other funds contributed to the Company or distributed or distributable by the Company under this Agreement.
- 10. <u>Profits and Losses</u>. All income, gains, losses, deductions and credits of the Company will be allocated to the Sole Member.
- 11. <u>Distributions</u>. Distributions will be made to the Sole Member at the times and in the aggregate amounts determined by the Managers.

12. Management.

- 12.1 <u>Managers</u>. Except as otherwise provided in this Agreement, the business and affairs of the Company will be managed by a board (the "<u>Board of Managers</u>") of up to five (5) managers (the "<u>Managers</u>"). The initial five (5) Managers are Dabney Crump, Owen Maddox, Sam Morris, Dean Barr, and Jim Madere. For purposes of all votes, decisions, actions, approvals and other acts to be taken by the Managers with respect to the Company, the vote of a majority of all Managers shall be required to constitute an act of the Managers.
- 12.2 Officers. The Managers may, by resolution, designate one or more individuals as officers or agents of the Company. No officer or agent need be a Manager, Member or resident of Colorado. Vacancies may be filled or new offices created and filled by resolution of the Managers. Any officer or agent elected or appointed by the Managers may be removed by the Managers whenever in their judgment the best interests of the Company would be served; provided, however, such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Each agent shall have the authority and shall perform the duties as set forth below, as may be may be modified by the Board of Managers from time to time.
- 12.3 Notice. Notice of any meeting of the Managers shall be given no fewer than 10 days and no more than 30 days prior to the date of the meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Managers need be specified in the notice or waiver of notice of such meeting.
- 12.4 <u>Action Without Meeting</u>. Any action required to be taken at a meeting of the Managers, or any other action which may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Managers whose approval would be required for the action if taken at a meeting.
- 12.5 <u>Telephonic Meetings</u>. The Managers may participate in and act at any meeting of Managers through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.
- 12.6 <u>Conflicts of Interest</u>. The Company may transact business with any Manager, Member, officer or affiliate thereof provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.
- 13. <u>Limited Liability</u>. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and neither the Sole Member nor any Manager

will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Sole Member or any Manager of the Company.

14. <u>Exculpation and Indemnification</u>.

- 14.1 <u>Exculpation</u>. Neither the Sole Member nor any Manager will be liable to the Company or to any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Sole Member or any Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Sole Member or any Manager by this Agreement, except that the Sole Member or Manager will be liable for any such loss, damage or claim incurred by reason of the Sole Member's or Manager's fraud or willful misconduct.
- Member, each Manager, and the Company's officers will be entitled to indemnification from the Company for any loss, damage or claim incurred by the Sole Member, any Manager, or any of the Company's officers in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Sole Member, any Manager, or any of the Company's officers by this Agreement, except that neither the Sole Member, any Manager, nor any of the Company's officers will be entitled to be indemnified in respect of any loss, damage or claim incurred by the Sole Member, any Manager, or any of the Company's officers by reason of fraud or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 14.2 will be provided exclusively out of and to the extent of Company assets, and neither the Sole Member, any Manager, or any of the Company's officers shall have personal liability on account of this Section 14.2.
- 15. <u>Dissolution Events</u>. The Company will dissolve, and its affairs shall be wound up, upon the earliest to occur of the following:
 - (a) the written consent of the Sole Member; or
 - (b) as required under the Act.

16. Winding Up.

- 16.1 <u>Method</u>. Upon the dissolution of the Company, the Managers or the Managers' designee will wind up the Company.
- 16.2 <u>Proceeds</u>. The proceeds of liquidation of the assets of the Company distributable upon a dissolution and winding up of the Company will be applied in the following order of priority:
 - (i) <u>first</u>, to the creditors of the Company, including the Sole Member, in the order of priority provided by law, in satisfaction of all liabilities and obligations of the Company (of any nature whatsoever, including, without limitation, fixed or contingent, matured or unmatured, legal or equitable, secured

or unsecured), whether by payment or the making of reasonable provision for payment of those liabilities and obligations; and

(ii) thereafter, to the Sole Member.

17. <u>Miscellaneous</u>.

- 17.1 <u>Severability</u>. Each provision of this Agreement will be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.
- 17.2 <u>Governing Law</u>. This Agreement and all rights and remedies hereunder will be governed by, and construed under, the laws of the State of Colorado, without regard to the conflicts of laws of that state.
- 17.3 <u>Amendments</u>. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Sole Member.

(The rest of this page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date and year first above written.

BUFFALO CREEK GUN CLUB, INC., Its Sole Member

Name: Owen Maddox

Title: President