

EXHIBIT “A”

**OPERATING AGREEMENT FOR
HIGH DESERT DAIRY LLC**
Effective Date of this Agreement is 8-12-, 2016

This Operating Agreement is entered into as of the effective date above of 8-12-, 2016 by the following persons and entities, referred to as a "Member" or one or more together referred to as "Members":

Gertrude VanDam as Co-Trustee of the Delmar G. and Gertrude G. Van Dam Family Trust-1996 referred to as the "Trust";

Craig Van Dam referred to as "Craig"; and

Dean Van Dam referred to as "Dean".

1. Recitals.

This Agreement is made with reference to the following facts:

1.1. The Members desire to form a limited liability company ("Company") under the laws of the State of California and to operate under the Act as defined below.

1.2. The Members enter into this Operating Agreement ("Agreement") in order to form and provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

2. Definitions.

The following capitalized terms used in this Agreement have the meanings specified in this paragraph or elsewhere in this Agreement and when not so defined shall have the meanings set forth in California Corporations Code:

2.1. "Act" means the California Revised Uniform Limited Liability Company Act (California Corporations Code sections 17701.01-17,701.17 including amendments from time to time.

2.2. "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

2.3. "Articles of Organization" is defined in California Corporations Code section 17701.01-17701.17 as applied to this Company.

2.4. "Assignee" means a person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

2.5. "Assigning Member" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

2.6. "Capital Account" means, as to any Member, a separate account maintained and adjusted in accordance with paragraph 4.

2.7. "Capital Contribution" means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take "subject to" under IRC section 752). A Capital Contribution shall not be deemed a loan.

2.8. "Capital Event" means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

2.9. "Code" or "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

2.10. "Company" means High Desert Dairy LLC.

2.11. "Economic Interest" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

2.12. "Encumber" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

2.13. "Encumbrance" means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

2.14. "Fair Market Value" means, with respect to any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The Fair Market Value of any property contributed by a Member to the Company shall be the value of such property, as mutually agreed by the contributing Member and the Company;

(b) The Fair Market Value of any item of Company property distributed to any Member shall be the value of such item of property on the date of distribution, as mutually agreed by the distributee Member and the Company; and

(c) Fair Market Value for purposes of paragraph 13 shall be as determined under that section.

2.15. "Initial Member" or "Initial Members" means those Persons whose names are set forth in the first sentence of this Agreement. A reference to an "Initial Member" means any of the Initial Members.

2.16. "Involuntary Transfer" means, with respect to any Membership Interest, or any element

thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

2.17. "Losses." See "Profits and Losses."

2.18. "Majority of Members" means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.

2.19. "Meeting" is defined in paragraph 6.2.

2.20. "Manager" or "Managers" means the Person named in paragraph 6 of this Agreement or the Persons who from time to time succeed any person as a Manager and who, in either case, are serving at the relevant time as a Manager.

2.21. "Member" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member.

2.22. "Notice" means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when personally delivered to the recipient or three (3) days after: deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient.

2.23. "Percentage Interest" means a fraction, expressed as a percentage, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members.

2.24. "Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

2.25. "Profits and Losses" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with IRC section 703(a)

2.26. "Proxy" has the meaning set forth in the California Corporations code. A Proxy may not be transmitted orally.

2.27. "Regulations" ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

2.28. "Substituted Member" is defined in paragraph 13.8.

2.29. "Successor in Interest" means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

2.30. "Transfer" means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

2.31. "Triggering Event" is defined in paragraph 13.3.

2.32. "Vote" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

2.33. "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportional to that Member's Percentage Interest.

3. Formation of the Company and Articles of Organization.

3.1 Promptly following execution of this Agreement, the Members shall cause Articles of Organization to be filed with the California Secretary of State.

3.2 The name of the Company shall be High Desert Dairy LLC. The principal office of the Company shall be at 9753 E. Avenue F8, Lancaster CA93535 or such other place or places as may be determined by the Members from time to time.

3.3 The initial agent for service of process on the Company shall be Gertrude Van Dam. A Majority of Members may from time to time change the Company's agent for service of process.

3.4 The Company will be formed for the purposes of engaging in the dairy business and all related and unrelated endeavors.

3.5 The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

3.6 All Members shall be Managers of the Company and shall share all decisions and responsibilities of the operation of the Company. Gertrude shall be the manager of everyday operations of the Company and may delegate tasks and duties to the other Managers from time to time.

4. Capitalization.

4.1 Gertrude shall contribute the following assets to the Company as capital contributions and the Company shall assume and pay all of the following liabilities being transferred to it by her in consideration of her capital contributions to the Company:

ASSETS:

Citizens Business Bank dairy checking account
Accounts receivable by the dairy
Feed inventories of dairy
Investment in growing crops at the dairy
Steers of the dairy
Prepaid expenses of the dairy
Dairy herd and heifers
Dairy farm and equipment see schedule A attached
Pool quota

California Dairies inc. production base

Land, improvements and all water rights associated with the following land:

1. Firsick land of about 125 acres apn: 3307-014-016
2. Industrial land 8.6 acres, 10 parcels apn: 3137-012-051 to 061 excluding 052
3. Westmoreland land of about 760 acres apn: ?
4. 9161 E. Ave E house apn: 3306-008-010
5. 3819 Ave K two houses and 14 acres land apn: 3150-038-001
6. 44529 90th Street East house apn: 3376-005-026
7. All of Gertrude's Trust's interest in the South Dakota real properties, including her interest in the D & D Farms partnership no apn's
8. The High Desert Dairy of about 158 plus acres with an address of 9753 East Avenue F-8, Lancaster Ca 93535 apn: 3307-014-019

LIABILITIES:

Accounts payable
Wages and payroll taxes payable
Accrued expenses
Lines of credit at Farm Credit West ACA secured by herd and feed
Note payable to Ag Direct secured by equipment
Note payable to Farm Credit West ACA secured by Westmoreland Ranch
Note payable to City of Lancaster secured by land
Note payable to Leroy Hailey unsecured

Unless agreed in writing by all of the other Members, no other Member shall be required to make any Capital Contributions to the Company.

4.2 An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable

provisions of the Code and Regulations.

4.3 A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property from the Company except as provided in this Agreement. No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

4.4 A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement.

4.5 No Member shall have priority over any other Member, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

5. Allocations and Distributions.

5.1 The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to a Member in accordance with the Members' Percentage Interest. Initially each Member shall own one third (33 1/3 %) of the profits and losses of the Company.

5.2 In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

5.3 All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Members in proportion to their Percentage Interests at such times as the Members may agree.

5.4 Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under paragraph 4, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

6. Management.

6.1 The everyday business of the Company shall be managed by all of the Managers. Gertrude shall be a Manager of the Company and she must agree in writing to any sale, transfer, encumbrance or distribution out of the Company of any of the assets and liabilities she contributed to the Company.

6.2 The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Members, provided that all Members are consulted (although all Members need not be present during a particular consultation), or by a written consent signed by a Majority of Members. In the event that Members wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:

(1) Any Member may call a Meeting of the Members by giving Notice of the time and place of the Meeting at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Company.

(2) A majority of the Members shall constitute a quorum for the transaction of business at any Meeting of the Members.

(3) The transactions of the Members at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Member not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(4) Any action required or permitted to be taken by the Members under this Agreement may be taken without a Meeting if a majority of the Members individually or collectively consent in writing to such action.

(5) Members may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the Meeting can hear one another.

(6) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

7. Compensation.

The Managers, other than Gertrude, shall not be entitled to reasonable compensation for their services unless as otherwise agreed to by all of the Members. Gertrude shall be entitled to compensation as Manager to be withdrawn by her as she deems appropriate from time to time.

8. Bank Accounts.

All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by a Majority of Members. Withdrawal from such accounts shall require the signature of the Manager or such person or persons as a Majority of Members may designate.

9. Accounts and Records.

Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Member.

10. Accountings.

Financial books and records of the Company shall be kept on the cash method of accounting, which shall be the method of accounting followed by the Company for federal income tax purposes. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

11. Tax Returns.

Within 90 days after the end of each taxable year of the Company the Company shall send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for such year.

12. Members and Voting.

12.1 There shall be only one class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member. Each Member shall Vote in proportion to the Member's Percentage Interest.

12.2 Any action that may or that must be taken by the Members shall be taken by a majority vote of Members, except that the following actions shall all require the unanimous Vote of the Members:

(a) a decision to continue the business of the Company after any event mentioned in paragraph 15.1;

(b) the transfer of a Membership Interest and the admission of the Assignee as a Member of the Company;

(c) any amendment of the Articles of Organization or this Agreement; or

(d) compromise of the obligation of a Member to make a Capital Contribution.

12.3 The record date for determining the Members entitled to Notice of any Meeting, to vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the

date set by a Majority of Members, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

12.4 At all Meetings of Members, a Member may Vote in person or by Proxy. Such proxy shall be filed with any Member before or at the time of the Meeting, and may be filed by facsimile transmission to a Member at the principal executive office of the Company or such other address as may be given by a Majority of Members to the Members for such purposes. In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code section 17104(k)

13. Transfers of Membership Interests.

13.1 A Member may withdraw from the Company at any time by giving Notice of Withdrawal to all other Members at least 180 calendar days before the effective date of withdrawal. Withdrawal shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Member shall divest the Member's entire Membership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth below.

13.2 Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or hereafter acquired, unless (1) the other Members unanimously approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved in writing by all the other Members. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse, and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A transfer of a Member's entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Membership Interest.

13.3 On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and the other Members shall have the option to purchase all or any portion of the Membership Interest in the Company of such Member ("Selling Member") at the price and on the terms provided in paragraph 13.7 of this Agreement:

- (a) the death or incapacity of a Member;
- (b) the bankruptcy of a Member;
- (c) the winding up and dissolution of a corporate Member, or merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive

as an entity;

(d) the withdrawal of a Member; or

(e) except for the events stated in Section 13.4, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all other Members.

13.4 Notwithstanding any other provisions of this Agreement:

(a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any portion thereof, to that Member's spouse ("an Award"), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in paragraph 13.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the Award (the Expiration Date), the Company and the other Members shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to paragraph 13.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Membership Interest or portion thereof at the price set forth in paragraph 13.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death (the Expiration Date), the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to paragraph 13.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

13.5 On the receipt of Notice by the other Members as contemplated by paragraph 13.1, and on receipt of actual notice of any Triggering Event, the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in paragraph 13.7, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in paragraph 13.7, and the other Members, pro rata in accordance with their prior Membership Interests in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Membership Interest in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to

purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase shall have the right, pro rata in accordance with their prior Membership Interest in the Company, to purchase the additional Membership Interest in the Company available for purchase. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

13.6 No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

13.7 The purchase price of the Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Membership Interest as determined under this paragraph. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the "Option Date"), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

13.8 Except as expressly permitted under paragraph 13.2, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest ("Substituted Member") only (1) on the unanimous Vote of the other Members in favor of the prospective transferee's admission as a Member, and (2) on such prospective transferee's executing a counterpart of this Agreement as a party hereto. Any prospective transferee of a Membership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a Substituted Member.

13.9 However, notwithstanding the above, in the event any other child of Gertrude's desires to become a Member of this Company during the first year of the existence of the Company only and not after, the current Members now agree in advance to accept the person as a Member of the Company on the same equal basis as the other initial Members came in on and with the same initial capital contribution to the capital of the Company, if any, that the other current Members contributed to the Company to become a Member.

13.10 Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

14. Securities Laws.

The initial sale of Membership Interests in the Company to the initial Members has not

been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Membership Interests to Members under the California Corporate Securities Law of 1968, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

15. Dissolution and Winding Up.

15.1 The Company shall be dissolved on the first to occur of the following events:

(a) The death, incapacity, or withdrawal of a Member; or the bankruptcy or corporate dissolution of a Member; provided, however, that the remaining Members may, by the Vote of the Majority of Members within 90 days of the happening of that event, Vote to continue the Company, in which case the Company shall not dissolve. If the remaining Members fail to so Vote, the remaining Members shall wind up the Company. For purposes of this Paragraph (a), in determining a Majority of Members, the Percentage Interest of the Member who has died, become incapacitated, withdrawn, or who has become bankrupt or dissolved shall not be taken into account.

(b) The expiration of the term of existence of the Company.

(c) The written agreement of all Members to dissolve the Company.

(d) The sale or other disposition of substantially all of the Company assets.

(e) Entry of a decree of judicial dissolution pursuant to California Corporations Code.

15.2 On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Members who have not wrongfully dissolved the Company shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

(a) To pay the expenses of liquidation.

(b) To repay outstanding loans to Members. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

- (c) Among the Members in accordance with the provisions of paragraph 5.

15.3 Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

16. Arbitration.

Any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at , California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The Members shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

17. Entire Agreement; Amendment.

This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them.

18. Counterpart Executions.

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

19. Governing Law; Severability.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

20. Benefit.

This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

21. Number and Gender.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

22. Further Assurances.

The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

23. Members' Other Business.

Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

24. Agent.

Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

25. Authority to Contract.

Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

26. No Third Party Beneficiary Intended.

This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

27. Title and Headings.

The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

28. Limited Liability Company.

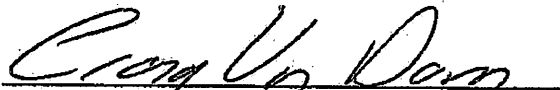
The Members intend the Company to be a limited liability company under the Act. No Member shall take any action inconsistent with the express intent of the parties to this agreement.

EXECUTED effective on the dates of the signatures of the parties below at Los Angeles County California.

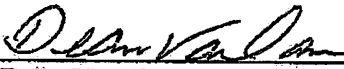
Dated to be Effective 8-12, 2016.



Gertrude VanDam, as Co-Trustee of the Delmar G. and
Gertrude G. Van Dam Family Trust- 1996



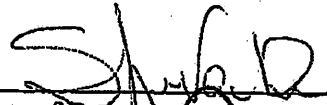
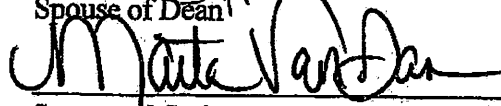
Craig Van Dam



Dean Van Dam

Consent of Spouses

Each of the undersigned who is the spouse of one of the Members consents to her respective spouse's execution of the above Operating Agreement for the above Company, acknowledges that the Company is a business interest that is subject to the sole management and control of her respective spouse, agrees to be bound by the terms of this Operating Agreement and irrevocably appoints her respective spouse as the agent of the undersigned for purposes of executing and performing any actions directly or indirectly relating to the Company and the above Operating Agreement, including, without limitation, amendments and supplements to or waivers or consents or approval under the Operating Agreement, without further signature or consent or notice to the undersigned.


Spouse of Dean

Spouse of Craig

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

)
) ss.
)

On _____, 2016 before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGEMENT

STATE OF New Mexico

COUNTY OF Curry

)
) ss.
)

On August 12, 2016 before me, Judy K. Rusk, notary public, personally appeared Dean Van Dam who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{New Mexico} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Judy K. Rusk



OFFICIAL SEAL
JUDY K. RUSK
NOTARY PUBLIC State of New Mexico

(Seal) Commission Expires 12/31/2016

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 8/30/16 before me, Sharon L. Mitchell (notary public)

personally appeared Craig Van Dam -
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sharon L. Mitchell (seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 8/30/16 before me, Sharon L. Mitchell (notary public)

personally appeared - Gertrude Van Dam -
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Sharon L. Mitchell

(seal)

EXHIBIT "A"
Ownership Interests

Gertrude	33 1/3 %
Dean	33 1/3 %
Craig	33 1/3 %

EXHIBIT “B”

**OPERATING AGREEMENT OF
HIGH DESERT DAIRY, LLC
a California Limited Liability Company
as amended and restated**

This amended and restated Operating Agreement ("Operating Agreement") of HIGH DESERT DAIRY, LLC, a California Limited Liability Company ("Company") is made effective January 1, 2017 among the company and the persons executing this Agreement as Members.

Recitals

A. THIS OPERATING AGREEMENT (hereinafter "Agreement") is made effective January 1, 2017, by and between GERTRUDE VAN DAM, as Trustee of the DELMAR G. AND GERTRUDE G. VAN DAM FAMILY TRUST-1996, originally dated October 10, 1996, as amended and restated on May 6, 2014, (hereinafter "Gertrude"), DEAN VAN DAM, an individual (hereinafter "Dean"), and CRAIG VAN DAM, an individual (hereinafter "Craig") (referred to individually as a Member and collectively as the Members).

B. On or around September 6, 2016, GERTRUDE caused to be filed the Articles of Organization of the Company with the California Secretary of State. GERTRUDE formed the limited liability company under the California Limited Liability Act. The Members, hereunder adopt and approve the Articles of Organization.

C. Prior to filing the Articles of Organization, GERTRUDE as the single member of the Company executed an Operating Agreement for the Company, effective April 1, 2016, allowing her to operate the Company as the only Member for the 2016 tax year.

D. GERTRUDE is desirous of amending and restating the Operating Agreement, originally executed effective April 1, 2016, to provide the admission of two new Members pursuant to the terms and conditions of this Agreement effective January 1, 2017.

E. As such, the Members enter into this amended and restated Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

In consideration of the mutual covenants and provisions contained in this Operating Agreement, the Members agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the following meanings:

"Affiliate" of a subject Person means a Person that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common Control with the subject Person.

"Agreement" means this Operating Agreement, as amended, restated or supplemented.

"Articles of Organization" means the Company's Articles of Organization filed on September 6, 2016, with the Secretary of State of California pursuant to the LLCCL, as amended or restated.

"Bankruptcy" of a Member means (a) the Member's filing a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other federal, state or foreign insolvency law, or a Member's filing an answer consenting to or acquiescing in any such petition, (b) the Member's making any assignment for the benefit of its creditors or the Member's admission in writing of its inability to pay its debts as they mature, or (c) the expiration of 60 days after the filing of an involuntary petition under Title 11 of the United States Code (or corresponding provisions of future laws), seeking an application for the appointment of a receiver for the Member's assets, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal, state or foreign insolvency law, provided that the petition has not been vacated, set aside or stayed within the ninety (90)-day period.

"Business Day" means any day except Saturday, Sunday or a day that banking institutions in California are obligated by law, regulation or governmental order to close.

"Capital Account" means each capital account maintained for a Member pursuant to Section 4.3 of this Agreement.

"Certificate" means a nonnegotiable certificate used by the Company evidencing ownership of one or more Interests substantially in the form of Annex 1 to this Agreement.

"Certified Public Accountant" has the meaning specified in Section 8.1 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"Company Year" means the taxable year of the Company as determined pursuant to Section 8.01 of this Agreement.

"Control," "Controls" or "Controlled" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, through contract, or otherwise.

"Courier" has the meaning specified in Section 15.1 of this Agreement.

"Indemnatee" has the meaning specified in Section 6.3(a) of this Agreement.

"Initial Capital" means, for any Member, the capital contributed by such Member as of the date of this Agreement.

"Member" means each of the Persons listed from time to time on Exhibit B of this Agreement, and any transferee of a Member who is admitted to the Company as a Member in accordance with Article 9 of this Agreement; and "Members" means two or more such Persons.

"Membership Interest" means a Member's aggregate rights in the Company, including, without limitation, the Member's share of the Company's profits and losses, the right to receive distributions from the Company.

"Percentage Interest" means a fraction, expressed as a percentage, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or other entity or organization, including any government or political subdivision or any agency or instrumentality of any entity.

"Subsidiaries" has the meaning ascribed to it in the Purchase Agreement.

"Surplus Cash" means the Company's cash on hand less any amount reasonably determined by the Company's Members to be necessary to satisfy planned capital expenditures and working capital requirements for the six (6)-month period following the date of determination.

"Transaction Documents" has the meaning set forth in Section 3.2 of this Agreement.

"Transfer" means any sale, assignment, exchange, gift, or other disposition of any kind, voluntary or involuntary, but excluding the creation or existence of any liens, whether direct or indirect, voluntary or involuntary.

2. Organizational and Other Matters

2.1 *Formation; Admission*

The Members formed a limited liability company under the provisions of the LLCL by filing on September 6, 2016, the Articles of Organization with the Secretary of State of California. A copy of the Articles of Organization are attached hereto as Exhibit A. Each of the Members listed on Exhibit B of this Agreement has been admitted to the Company as a Member. The rights and liabilities of the Members are as provided in the LLCL, except as otherwise expressly provided in this Agreement.

2.2 *Name*

The name of the Company is, and the Company's business will be conducted under the name of **HIGH DESERT DAIRY, LLC**. On the Members' prior written consent, (a) the Company's business may be conducted under any other name or names, and (b) the Company's name may be changed at any time.

2.3 *Principal Office*

The Company's principal office will be at 9753 East Avenue F-8, Lancaster, California 93535, or another place in California as the Members may determine. The Company may maintain offices at other places as the Members deem advisable.

2.4 *Term*

The term of existence of the Company will commence on the effective date of filing of Articles of Organization with the California Secretary of State and will continue until terminated by the provisions of Article 12 of this Agreement or as provided by law.

3. *Purpose and Powers*

3.1 *Company Purpose*

The Company will be formed for the purposes of operations and maintenance of a dairy business and all related and unrelated endeavors including the ownership of real and personal property assets. The parties intend to hold this property for their personal use and enjoyment and wish to have an agreement by which their respective rights, obligations, and responsibilities are governed.

3.2 *Company Powers*

The Company has the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described above and for the Company's protection and benefit.

4. *Capital Contributions*

4.1 *Current Capital Contributions*

Upon formation, Gertrude contributed the initial capital to the Company, as maintained by the accountant for the Company. Upon admission of Craig and Dean, Craig and Dean have contributed capital which has also been maintained by the accountant for the company. Gertrude has directed the accountant for the Company to equalize and divide her capital between herself, Craig and Dean.

4.2 *Capital Accounts*

The Company must maintain a separate Capital Account for each Member. The term "Capital Account" means as to any Member the Member's amount of the Initial Capital in the Company, that is (a) increased by any additional capital contributions made by the Member, and income and gain allocated to the Member pursuant to Section 5.1 of this Agreement and (b) decreased by distributions to the Member pursuant to Sections 5.1 and 12.2 and losses and deductions allocated to such Member pursuant to Section 5.1. The fair market value of any property contributed to the Company by a Member or distributed to a Member by the Company will be credited or debited to the Member's Capital Account.

4.3 *No Interest*

Except as otherwise expressly provided in this Agreement, no interest will be paid by the Company on capital contributions, balances in Member's Capital Accounts or any other funds contributed to the Company or distributed or distributable by the Company under this Agreement.

4.4 *No Withdrawal*

Except as provided in Section 11.1 of this Agreement, no Member has the right to withdraw any portion of the Member's Capital Account without the consent of a Majority of the Members. In accordance with the LLCL, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company or the Company's creditors, amounts previously wrongfully distributed to the Member.

5. *Allocations and Distributions*

5.1 *Allocations and Distributions*

(a) Although the capital contributed by the Members is disproportionate, the Members hereby agree that the Membership Interest of each Member pursuant to the Membership Interests memorialized on Exhibit B.

(b) Each decision as to the timing, form and amount of distributions must be made by all the Members.

(c) Distributions (including liquidating distributions) to Members will be made in accordance with their Membership Interests as of the dates of the Distributions, respectively.

(d) The Company's income, deductions, gains, losses and credits for a Company Year will be allocated among the Persons who were Members during the Company Year in accordance with the Membership Interests of the Members as of the end of the Company Year.

(e) Except as required by Code Sections 704(b) and 704(c), the allocation among the Members of items of Company's income, deduction, gain, loss and credits for income tax purposes will be determined in accordance with the allocations provided in Section 5.1(c) of this Agreement.

(f) If the fair market value of any Company asset is to be determined for the purpose of making distributions or allocations pursuant to this Agreement or for any other purpose, the determination will be made by the Members.

5.2 *Return of Contribution*

Except as required by the LLCL, no Member is personally liable for the return of its capital contributions, or any portion of them, or the return of any additions to the Capital Accounts of the other Members, or any portion of them. Any return of capital as may be made at any time, or from time to time, will be made solely from the assets of the Company, and only in accordance with the terms of this Agreement.

6. *Management and Operation of Business*

6.1 *Management*

(a) Gertrude shall be the manager of the everyday operations of the Company, however, Gertrude may delegate tasks and duties to the other Members from time to time.

(b) Otherwise, the Company's management of the Company is vested in the Members. For purposes of this Agreement, unless otherwise expressly stated, the vote or consent of the Members means the vote or consent of holders of a majority of the Membership Interests. Any Member exercising management powers or responsibilities is deemed to be a manager for purposes of applying the provisions of the LLCL, unless the context otherwise requires. The Members have and are subject to all of the duties and liabilities of managers provided in the LLCL. Pursuant to the LLCL, no formal meeting or written consent of the Members is required to make decisions or to take actions on behalf of the Company.

(c) Each of the parties to this Agreement covenants with the others that it will at all times execute documents, consents and other instruments and act and cast, or cause or direct the casting of votes, and cause its nominee or nominees to so act and/or vote, to the extent permitted by law, as may be necessary or desirable to give full and proper effect to all the terms and provisions and the intentions of this Agreement and in particular, without limiting the generality of the foregoing, to enable any transfers of Membership Interests permitted or required under this Agreement to be made. Each of the parties to this Agreement agrees that violation on its part of this covenant entitles any of the Members to the remedy of specific performance and to an injunction from any court of competent jurisdiction to prevent any breach of this covenant or any other covenant contained in this Agreement and to restrain any further violation of the covenant.

6.2 Indemnification of Members and Certain Other Persons

(a) No Member is liable, in damages or otherwise, to the Company or any Member for any act or omission on its part pursuant to the authority granted by this Agreement, except if the act or omission results from such Member's own bad faith, fraud, gross negligence or willful or wanton misconduct. To the fullest extent permitted by law, the Company indemnifies and holds harmless each Member from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements, and other amounts ("Damages ") arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the Company's business, regardless of whether an Indemnitee continues to be a Member or an officer, director, shareholder, member or partner of the Member at the time any such liability or expense is paid or incurred, if (1) the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the Company's interests, and, with respect to any criminal proceeding, had no reason to believe its conduct was unlawful; and (2) the Indemnitee's conduct did not constitute bad faith, fraud, gross negligence, or willful or wanton misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere, or its equivalent, does not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnitee acted in a manner contrary to that specified in (1) or (2) above.

(b) Notwithstanding anything contained in this Section 6.3, the Company does not, pursuant to the LLCL, indemnify and hold harmless an Indemnitee if a judgment or other final adjudication adverse to the Indemnitee establishes (1) that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action adjudicated or (2) that the Indemnitee personally gained financial profit or other advantage to which it was not legally entitled.

(c) Expenses (including reasonable attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, subject to Section 6.3(a) will be paid by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding on receipt of an undertaking by or on behalf of the Indemnitee to repay the amount if it is ultimately determined, by a court of competent jurisdiction from which no further appeal may be taken or the time for any appeal has lapsed (or otherwise, as the case may be) that the Indemnitee is not entitled to be indemnified by the Company as authorized.

(d) The indemnification provided by this Section 6.3 is in addition to any other rights to which each Indemnitee may be entitled under any agreement or vote of the Members, as a matter of law or otherwise, both (1) as to action in the Indemnitee's capacity as a Member, and (2) as to action in another capacity, and continues as to an Indemnitee who has ceased to serve in such capacity and inures to the benefit of the heirs, successors, assigns, administrators and personal representatives of the Indemnitee.

(e) The Company may purchase and maintain insurance on behalf of one or more Indemnitees and other Persons against any liability that may be asserted against, or expense that may be incurred by, any such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(f) Any indemnification under these provisions will be satisfied only out of Company assets, and the Members will not be subject to personal liability by reason of these indemnification provisions.

(g) An Indemnatee will not be denied indemnification in whole or in part under this Section 6.3 because the Indemnatee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.3 are for the benefit of each Indemnatee and its successors, assigns, administrators and representatives and do create any rights for the benefit of any other Persons.

6.4 Other Matters Concerning Members

(a) Each Member may rely on and is protected in acting or refraining from acting on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document that it reasonably believed to be genuine and to have been signed or presented by the proper party or parties.

(b) For purposes of this Agreement, each Member may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, other consultants and advisers it selects, any one or more of the Company's agents or employees; The Persons advice or opinion on matters that the Member reasonably believes to be within the Person's professional or expert competence, and any act or omission, if done or omitted to be done in reliance on any the advice or opinion, is conclusively presumed to have been done or omitted to be done in good faith and not to constitute fraud, gross negligence or willful or wanton misconduct.

(c) Each Member severally represents and warrants to each other Member and to the Company that it is acquiring its interest in the Company for its own account for investment and not with a view to the distribution of it or with any present intention of distributing the interest, in each case, in violation of applicable securities laws.

7. Books, Records, Accounting and Other Information

7.1 Records and Accounting

The Company must keep appropriate books and records in accordance with the LLCL with

respect to the Company's business. These books and records must at all times be kept at the principal office of the Company or other location as the Members determine.

7.2 Other Information

For any purpose reasonably related to its Membership Interest, each Member has free access during normal business hours to discuss the Company operations and business with the Company's employees or agents, and to inspect, audit or make copies of all books, records and other information relative to Company operations and business at its own expense; provided, however, that each Member must preserve the confidentiality of such information.

8. Tax Matters

8.1 Preparation of Tax Returns

The Company must arrange for the preparation and timely filing, and prior review by the accountant selected by the Members, of all returns of Company income, gains, deductions, losses and other items necessary for federal, state, local and foreign income tax purposes and must use all reasonable efforts to furnish to the Members, within SIXTY (60) days after the close of the taxable year, the tax information reasonably required for federal, state, local and foreign income tax reporting purposes. The taxable year of the Company is the calendar year unless another year is required by the Code.

8.2 Tax Controversies

GERTRUDE VAN DAM is designated as the "tax matters partner" (as defined in Code Section 6231). The "tax matters partner" must not, without the Members' prior consent, (1) extend the statute of limitations on any taxable period of the Company, (2) file suit on the Company's behalf with respect to any tax matter; or (3) enter into a settlement agreement on the Company's behalf with any taxing authority concerning any Company tax matter. The "tax matters partner" must inform each other Member of all significant tax matters that come to its attention and must forward to each other Member copies of all written communications from taxing authorities which it receives in its capacity as "tax matters partner". The "tax matters partner" will permit each Member to participate in any conferences or meetings with any taxing authority relating to any Company tax audit and any subsequent administrative or judicial proceedings. Nothing in this Section 8.02 limits any Member's ability to take any action in its individual capacity with respect to tax audit matters to the extent permitted by Code Sections 6221 through 6233 or any similar state or local provision of law.

8.3 Withholding

Each Member authorizes the Company to withhold and pay over any taxes payable by the Company as a result of the Member's participation in the Company.

9. Transfers of Membership Interests

9.1. *Member May Not Withdraw*

A Member may not withdraw from the Company. The members do not intend to withdraw but expect to continue to be members for their lives, and expect their heirs and successors to continue as members subject to the provisions in their Wills, Trusts, and estate planning documents.

9.2. *First Right of Refusal*

Except as expressly provided in this Agreement, a Member will not Transfer any part of the Member's Membership Interest in the Company, whether now owned or later acquired, unless (a) the other Members unanimously approve the transferee's admission to the Company as a Member on that Transfer and (b) the Membership Interest to be Transferred, when added to the total of all other Membership Interests Transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company. Any Transfer or Encumbrance of a Membership Interest without that approval will be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may Transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse, and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in the Membership Interest. A Transfer of a Member's beneficial interest in the trust, or failure to retain the Voting Interest, will be deemed a Transfer of a Membership Interest.

9.3. *Bona Fide Offer*

If a Member wishes to Transfer any or all of the Member's Membership Interest in the Company under a Bona Fide Offer (as defined below), the Member will give Notice to all of the Managers at least 90 days in advance of the proposed sale or Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The Company and the other Members will have the option to purchase the Membership Interest proposed to be transferred at the price and on the terms provided in this Agreement. If the price for the Membership Interest is other than cash, the fair value in dollars of the price will be as established in good faith by the Company. For purposes of this Agreement, "Bona Fide Offer" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase and who is not an Affiliate of the selling Member. For 30 days after the Notice is given, the Company will have the right to purchase the Membership Interest offered, on the terms stated in the Notice, for the lesser of (a) the price stated in the Notice (or the price plus the dollar value of noncash consideration, as the case may be) and (b) the price determined under the appraisal procedures set forth in Section 9.8.

If the Company does not exercise the right to purchase all of the Membership Interest, then, with respect to the portion of the Membership Interest that the Company does not elect to

purchase, that right will be given to the other Members for an additional 30-day period, beginning on the day that the Company's right to purchase expires. Each of the other Members will have the right to purchase, on the same terms, a part of the interest of the offering Member in the proportion that the Member's Percentage Interest bears to the total Percentage Interests of all of the Members who choose to participate in the purchase; provided, however, that the Company and the participating Members may not, in the aggregate, purchase less than the entire interest to be sold by the offering Member.

If the Company and the other Members do not exercise their rights to purchase all of the Membership Interest, the offering Member may, within 90 days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Membership Interest to the offeror named in the Notice. Unless the requirements of Section 9.2 are met, the offeror under this Section 9.3 will become an Assignee, and will be entitled to receive only the share of Profits or other compensation and the return of Capital Contribution to which the assigning Member would have been entitled.

9.4. *Triggering Events*

On the happening of any of the following events (Triggering Events), the Company and the other Members will have the option to purchase the Membership Interest of a Member (Selling Member) at the price and on the terms provided in Section 9.8 of this Agreement:

- (a) The death, incapacity, bankruptcy, or withdrawal of a Member, or the winding up and dissolution of a corporate Member, or the merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity.
- (b) The failure of a Member to make the Member's Capital Contribution under the provisions of Article III of this Agreement.
- (c) The occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all of the Managers.

9.5. Notwithstanding any other provisions of this Agreement:

- (a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any portion of it, to that Member's spouse (an "Award"), then, notwithstanding that the transfer would constitute an unpermitted Transfer under this Agreement, that Member will have the right to purchase from his or her former spouse the Membership Interest, or portion of it, that was so transferred, and the former spouse will sell the Membership Interest or portion of it to that Member at the price set forth below in Section 9.8 of this Agreement. If the

Member has failed to consummate the purchase within 180 days after the court Award (the Expiration Date), the Company and the other Members will have the option to purchase from the former spouse the Membership Interest or portion of it under Section 9.6 of this Agreement; provided that the option period will commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually possesses all of the Voting Interest included in that Membership Interest, then the Member will have the right to purchase the Membership Interest or portion of it from the estate or other successor of his or her deceased spouse or Transferee of the deceased spouse, and the estate, successor, or Transferee will sell the Membership Interest or portion of it at the price set forth in Section 9.8 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death (the Expiration Date), the Company and the other Members will have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion of it under Section 9.6 of this Agreement; provided that the option period will commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

9.6. *Option Date*

On the receipt of Notice by the Managers and the other Members as contemplated by Sections 9.1, 9.3, and 9.5, and on receipt of actual notice of any Triggering Event as determined in good faith by the Managers (the date of the receipt is hereinafter referred to as the "Option Date"), the Managers will promptly cause a Notice of the occurrence of a Triggering Event to be sent to all Members, and the Company will have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 9.8, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms set forth in Section 9.8 of this Agreement, and the other Members, pro rata in accordance with their prior Membership Interests in the Company, will then have the option, for a period of 30 days thereafter, to purchase the Membership Interest in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase will have the right, pro rata in accordance with their prior Membership Interests in the Company, to purchase the additional Membership Interest in the Company available for purchase. The transferee of the Membership Interest in the Company that is not purchased will hold the Membership Interest in the Company subject to all of the provisions of this Agreement.

9.7. *Voting Rights upon Disposition*

Neither the Member whose interest is subject to purchase under this Article, nor that Member's

Affiliate, will participate in any Vote or discussion of any matter pertaining to the disposition of the Member's Membership Interest in the Company under this Agreement.

9.8. Valuation

The purchase price of the Membership Interest that is the subject of an option under Section 9.6. will be the "Fair Option Price" of the interest as determined under this Section 9.8. "Fair Option Price" means the cash price that a willing buyer would pay to a willing seller when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts on the Option Date. Each of the selling and purchasing parties will use his, her, or its best efforts to mutually agree on the Fair Option Price. If the parties are unable to so agree within 30 days of the Option Date, the selling party will appoint, within 40 days of the Option Date, one appraiser, and the purchasing party will appoint within 40 days of the Option Date, one appraiser. The two appraisers will within a period of 5 additional days, agree on and appoint an additional appraiser. The three appraisers will, within 60 days after the appointment of the third appraiser, determine the Fair Option Price of the Membership Interest in writing and submit their report to all the parties.

The Fair Option Price will be determined by disregarding the appraiser's valuation that diverges the most from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations will be the Fair Option Price. Each purchasing party will pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser, and one-half of all other costs relating to the determination of Fair Option Price. The Fair Option Price as so determined will be payable in cash.

9.9. Member Admission

Except as expressly permitted under Section 9.2, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to the Membership Interest (Substituted Member) only (a) on the unanimous Vote of the other Members in favor of the prospective transferee's admission as a Member, and (b) on the prospective transferee's executing a counterpart of this Agreement as a party to it. Any prospective transferee of a Membership Interest will be deemed an Assignee, and, therefore, the owner of only an Economic Interest until the prospective transferee has been admitted as a Substituted Member. Except as otherwise permitted in the Act, any such Assignee will be entitled only to receive allocations and distributions under this Agreement with respect to the Membership Interest and will have no right to Vote or exercise any rights of a Member until the Assignee has been admitted as a Substituted Member. Until the Assignee becomes a Substituted Member, the Assigning Member will continue to be a Member and have the power to exercise any rights and powers of a Member under this Agreement, including the right to Vote in proportion to the Percentage Interest that the Assigning Member would have had if the assignment had not been made.

9.10. Acceptance of this Agreement

Any person admitted to the Company as a Successor Member will be subject to all the provisions

of this Agreement that apply to the Member from whom the Membership Interest was assigned, except that the assigning Member will not be released from liabilities as a Member solely as a result of the assignment, both with respect to obligations to the Company and to third parties incurred before the assignment.

9.11. Registration

The initial sale of Membership Interests in the Company to the Initial Members has not been qualified or registered under the securities laws of any state, including California, or registered under the Securities Act of 1933, in reliance on exemptions from the registration provisions of those laws. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred unless registered or qualified under applicable state and federal securities laws unless, in the opinion of legal counsel satisfactory to the Company, qualification or registration is not required. A Member who desires to transfer a Membership Interest will be responsible for all legal fees incurred in connection with that opinion.

10. Admission of Additional or Substitute Members

The transferee of a Transfer of a Member's Membership Interests or portion of it made pursuant to Article 9 must be admitted to the Company as an additional or a substitute Member.

11. Withdrawal of Members

No Member has the right to withdraw from the Company unless the Member has transferred all of its Membership Interests in compliance with the applicable provisions of Article 9.

12. Dissolution and Liquidation

12.1 Dissolution

The Company is dissolved and its affairs must be wound up on the first to occur of any of the following events:

- (a) The expiration of the Company's term as provided in Section 2.4 of this Agreement;
- (b) The Bankruptcy of any Member; provided, however, that on any Bankruptcy, the Company is deemed dissolved, but the dissolution will not cause the Company's termination if, on the dissolution, all the remaining Members vote to continue to carry on the Company business pursuant to, and subject to, all of the terms and provisions of this Agreement;
- (c) The sale of all or substantially all of the Company assets;
- (d) The written consent of a Majority of the Members.

12.2 Liquidation

The proceeds of the Company's liquidation will be applied in the following order of priority, unless otherwise required by applicable law:

(a) First, to the Company's creditors including creditors who are Members, in order of priority provided by law, in satisfaction of all the Company's liabilities and obligations (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; and

(b) Thereafter, in accordance with the provisions of Section 5.01 of this Agreement.

12.3 Waiver of Partition

Each Member waives any rights to partition of Company property.

13. Amendment of Operating Agreement

Amendments to this Agreement may be proposed by any Member. Any proposed amendment to this Agreement is effective only if adopted by the vote, consent or approval of all Members.

14. Issuance of Membership Interest Certificates

14.1 Issuance of Interest Certificates

On the issuance of the Membership Interests, the Company must issue one or more Certificates registered in the Member's name evidencing the number of Membership Interests issued to the Member. Each Certificate must be denominated in terms of the number of Membership Interests evidenced by the Certificate. On the Transfer of a Membership Interest in accordance with Article 9, the Company must issue replacement Certificates, in accordance with the procedures as the Members may establish. No Certificate representing a fraction of a Membership Interest may be issued.

14.2 Registration of Transfer and Exchange

(a) The Company must keep a register in that, subject to reasonable regulations as it prescribes and subject to the provisions of Section 14.2(b), provides for the registration of the Membership Interests and the Transfer of such Membership Interests. The Members may designate a Member as registrar for the purpose of registering the Membership Interests and the Transfers of the Membership Interests. The initial registrar will be **GERTRUDE VAN DAM**, until the initial registrar is no longer a Member. On surrender of any Certificate for registration of Transfer or exchange, and subject to the provisions of Section 14.2(b), the transferee must execute, and the registrar must countersign and deliver in the name of the holder or the transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate

number of the Membership Interests as did the Certificate surrendered. The registrar must promptly notify the other Members of each issuance of a new Certificate.

(b) Every Certificate surrendered for registration of Transfer must be duly accepted on the reverse side or be accompanied by a written instrument of acceptance to the same effect in form satisfactory to the registrar, (a "Transfer Application"), duly executed, in either case, by the transferee. The transferee who executes a Transfer Application will, among other things, be deemed to have agreed to be bound by the terms and conditions of this Agreement. As a condition to the issuance of any new Certificate under this Section 14.2, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect to it.

14.3 Mutilated, Lost, Stolen or Destroyed Certificates

The Company must issue a new Certificate in place of any mutilated, lost, stolen or destroyed Certificate previously issued if the registered owner of the Certificate:

(a) In the case of a mutilated Certificate, surrenders the certificate to the Company or, in the case of a lost, stolen or destroyed Certificate, makes proof by affidavit, in form and substance satisfactory to the other Members, that the Certificate has been lost, stolen or destroyed;

(b) In the case of a lost, stolen or destroyed Certificate (1) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim and (2) if requested by the Company, delivers to the Company security that may be required to indemnify the Company against any claim that may be made because of the alleged loss, theft or destruction of the Certificate; and

(c) Satisfies any other reasonable requirements imposed by the Company.

If the owner of a previously issued Certificate that has been lost, stolen or destroyed fails to notify the Company within a reasonable time after the owner has notice of the loss theft, or destruction, and a Transfer of Membership Interests represented by the Certificate is registered before the Company receives notification of the loss, theft, or destruction, the owner is precluded from making any claim against the Company with respect to the Transfer or for a new Certificate.

14.4 Record Holder

The Company is entitled to treat the record holder as owner of any Membership Interests and, accordingly, is not bound to recognize any equitable or other claim to or interest in the Membership Interests on the part of any other Person, whether or not the Company has actual or other notice of the claim or interest. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing) is acting as a nominee, agent or in some other representative capacity for another Person in

acquiring and/or holding Membership Interests, as between the Company the other Person, the representative Person (a) must be the Member, (b) must execute and deliver a Transfer Application in order to Transfer the Membership Interests and (c) is bound by this Agreement and has the obligations of a Member as provided in this Agreement.

14.5 Legends

All Certificates issued or to be issued by the Company must be endorsed with a memorandum as follows:

"Notice is given that this certificate is issued and held and the membership interests represented by it are held subject to the terms of the Amended and Restated Operating Agreement, effective January 1, 2017, among the members who executed said amended Operating Agreement, and the Transaction Documents (as defined in the Operating Agreement)".

15. General Provisions

15.1 Notices

All notices, requests, demands and other communications required or permitted in this Agreement must be in writing, must refer to this Agreement and, unless otherwise expressly provided elsewhere in this Agreement, may be delivered personally or sent by certified mail, return receipt requested, or by overnight air courier guaranteeing delivery within two business days ("Courier "), or by telecopy, to the party at its address or telecopy number set forth on Exhibit B of this Agreement (or to such other address or telecopy number as may be designated by notice given in accordance with this Section 15.1). The notice, request, demand or other communication is deemed delivered (a) at the time delivered by hand, if personally delivered; (b) seven (7) business days after being deposited in the mail, postage prepaid, if mailed; (c) the second business day after timely delivery to the Courier, if sent by Courier; and (d) when receipt acknowledged, if telecopied.

15.2 Specific Performance

The parties to this Agreement agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. The parties agree that they are entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions in any United States court or any state having jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

15.3 No Third-Party Beneficiaries

The parties agree that this Agreement and the covenants made in it are made expressly and solely for the benefit of the parties (including any Person who agrees in writing to become a party to the Agreement as provided in Articles 9, 10 and 12), and that no other Person, other than an

Indemnatee under Section 6.3 of this Agreement is entitled or deemed to be entitled to any benefits or rights under this Agreement, nor be authorized or entitled to enforce any rights, claims or remedies under or by reason of this Agreement.

15.4 Successors and Assigns

All of the terms and provisions of this Agreement inure to the benefit of and are binding on each of the parties to this Agreement and their respective transferees, if any; provided that, except as expressly provided elsewhere in this Agreement, no party may Transfer (or cause or permit to be created or existing any lien on) or assign its Membership Interest (or any portion of or any beneficial interest in it) or this Agreement or its rights, interests or obligations under this Agreement except in accordance with the terms of this Agreement.

15.5 Entire Agreement

This Agreement (including the schedules and exhibits) and the Transactions Documents to which any of the parties to this Agreement are parties contain the entire agreement among the parties with respect to the subject matter and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect to the subject matter.

15.6 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, in such jurisdiction, is ineffective to the extent of the prohibition or unenforceability, and any prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable the provision in any other jurisdiction. If any provision of this Agreement is held or deemed to be or is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions of this Agreement or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, the circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions in this Agreement invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement does not affect the remaining portions.

15.7 Attorneys' Fees

In any action or proceeding brought to enforce any provision of this Agreement, or where any provision is validly asserted as a defense, the successful party is entitled to recover reasonable attorneys' fees in addition to any other available remedy.

15.8 Headings

All section headings in this Agreement are for convenience of reference only and are not part of this Agreement, and no construction or inference may be derived from them.

15.9 *Applicable Law*

This Agreement is governed by and construed in accordance with the laws of California applicable to agreements made and to be performed entirely within the state, without regard to principles of conflict of laws.

15.10 *Counterparts*

This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

15.11 *Currency*

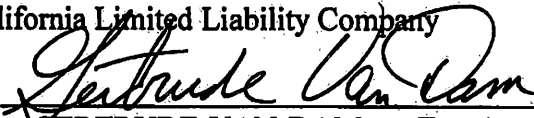
All references in this Agreement to dollars (\$) are to lawful money of the United States of America.

[SIGNATURES FOUND ON THE FOLLOWING PAGE]


IN WITNESS, WHEREOF the parties have entered into this Agreement as of the date first above written.

COMPANY:

HIGH DESERT DAIRY, LLC,
a California Limited Liability Company

By: 
GERTRUDE VAN DAM, as Trustee of the
Delmar G. and Gertrude G. Van Dam
Family Trust—1996
Original Member

MEMBERS:

By: 
GERTRUDE VAN DAM, as Trustee of the
Delmar G. and Gertrude G. Van Dam
Family Trust—1996

By: 
CRAIG VAN DAM

By: 
DEAN VAN DAM

EXHIBIT A
ARTICLES OF ORGANIZATION

EXHIBIT B

MEMBERS AS OF JANUARY 1, 2017

<u>Name</u>	<u>Membership Interest</u>
GERTRUDE VAN DAM, as Trustee of the Delmar G. and Gertrude G. Van Dam Family Trust—1996	33.3%
CRAIG VAN DAM	33.3%
DEAN VAN DAM	33.3%

EXHIBIT “C”

ASSIGNMENT OF LIMITED-LIABILITY COMPANY INTEREST AGREEMENT

HIGH DESERT DAIRY, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

This Assignment Agreement (the "Agreement") is entered into this January 1, 2019, ("Effective Date") by and between GERTRUDE VAN DAM, as Trustee of the DELMAR G. AND GERTRUDE G. VAN DAM FAMILY TRUST-1996 ("Assignor") and GARY VAN DAM ("Assignee").

RECITALS

WHEREAS, Assignor is a member of HIGH DESERT DAIRY, LLC, a California limited-liability company (the "Company") established by Articles of Organization filed with the California Secretary of State on September 6, 2016, and an operating agreement dated effective January 1, 2017 (the "Operating Agreement"); and

WHEREAS, Assignor desires to assign her respective membership interest in the Company to Assignee; and

WHEREAS, Assignee desires to obtain the Interest subject to the conditions and terms of this Agreement; and

WHEREAS, the remaining members in the Company consent to the assignment by Gertrude Van Dam to Gary Van Dam pursuant to the Operating Agreement.

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

1. Assignment of Interest. Assignor hereby assigns all of her right, title and interest in the Company, to Assignee effective January 1, 2019.
2. Acceptance of Assignment. Assignee hereby accepts the assignment of the membership interest of Assignor subject to the terms and conditions of this Agreement and the Operating Agreement of the Company.
3. Consideration. In consideration for the assignment of the membership interest of Assignor, Assignee shall execute a Self-Canceling Installment Note, in the form as attached hereto as Exhibit A.
4. Construction and Interpretation. This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of California, including the Act, without reference to the principles of conflict of laws of such State.
5. Descriptive Headings. The descriptive headings of the several articles and sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or

construction of any of the provisions hereof.

6. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

DELMAR G. AND GERTRUDE G. VAN DAM FAMILY
TRUST-1996

By: 
GERTRUDE VAN DAM, Trustee

ASSIGNEE:

By: 
GARY VAN DAM

CONSENT:


CRAIG VAN DAM


DEAN VAN DAM

EXHIBIT “D”



BA20230455896

B1595-1690 03/16/2023 5:56 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230455896

Date Filed: 3/16/2023

Entity Details									
Limited Liability Company Name	HIGH DESERT DAIRY LLC								
Entity No.	201625710242								
Formed In	CALIFORNIA								
Street Address of Principal Office of LLC									
Principal Address	9753 EAST AVENUE F-8 LANCASTER, CA 93535								
Mailing Address of LLC									
Mailing Address	9753 EAST AVENUE F-8 LANCASTER, CA 93535								
Attention									
Street Address of California Office of LLC									
Street Address of California Office	9753 EAST AVENUE F-8 LANCASTER, CA 93535								
Manager(s) or Member(s)									
<table><thead><tr><th>Manager or Member Name</th><th>Manager or Member Address</th></tr></thead><tbody><tr><td>Gary Van Dam</td><td>9753 East Avenue F-8 Lancaster, CA 93535</td></tr><tr><td>Dean Van Dam</td><td>9753 East Avenue F-8 Lancaster, CA 93535</td></tr><tr><td>+ Craig Van Dam</td><td>9753 EAST AVENUE F-8 LANCASTER, CA 93535</td></tr></tbody></table>		Manager or Member Name	Manager or Member Address	Gary Van Dam	9753 East Avenue F-8 Lancaster, CA 93535	Dean Van Dam	9753 East Avenue F-8 Lancaster, CA 93535	+ Craig Van Dam	9753 EAST AVENUE F-8 LANCASTER, CA 93535
Manager or Member Name	Manager or Member Address								
Gary Van Dam	9753 East Avenue F-8 Lancaster, CA 93535								
Dean Van Dam	9753 East Avenue F-8 Lancaster, CA 93535								
+ Craig Van Dam	9753 EAST AVENUE F-8 LANCASTER, CA 93535								
Agent for Service of Process									
Agent Name	R. STEVEN DERRYBERRY								
Agent Address	41240 11TH STREET WEST SUITE A PALMDALE, CA 93551								
Type of Business									
Type of Business	DAIRY								
Email Notifications									
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.								
Chief Executive Officer (CEO)									
<table><thead><tr><th>CEO Name</th><th>CEO Address</th></tr></thead><tbody><tr><td colspan="2">None Entered</td></tr></tbody></table>		CEO Name	CEO Address	None Entered					
CEO Name	CEO Address								
None Entered									
Labor Judgment									
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.									

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

//R. Steven Derryberry

Signature

03/16/2023

Date