

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
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EXHIBIT A

SSC 02, LLC OPERATING AGREEMENT THAT INCLUDES EXHIBIT A OF THE OPERATING AGREEMENT

OPERATING AGREEMENT
OF
SSC 02, LLC
A COLORADO LIMITED LIABILITY COMPANY

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THE SECURITIES REPRESENTED BY THIS INSTRUMENT OR DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED AT ANY TIME, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGERS OF THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MANAGERS OF THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE MANAGERS TO THE EFFECT THAT ANY SUCH TRANSFER OR SALE WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

OPERATING AGREEMENT
SSC 02, LLC
A COLORADO LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT is made as of this 22nd day of April, 2002, by and among the members of SSC 02, LLC, a Colorado limited liability company (the "Company"), who have signed this Operating Agreement.

NOW THEREFORE, pursuant to the Act, the following shall constitute the Operating Agreement, as amended from time to time, for SSC 02, LLC, a Colorado limited liability company.

ARTICLE 1
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" means the version of the Colorado Limited Liability Company Act adopted by the State of Colorado, Colo. Rev. Stat. §§7-80-101 to 7-80-913, as amended from time to time.

(b) "Adjusted Capital Account Deficit" with respect to any Member means, the deficit balance, if any, in such Member's Capital Account as of the end of any Fiscal Year after giving effect to the following adjustments: (i) credit to such Capital Account the sum of (A) any amount which such Member is obligated to restore to such Capital Account pursuant to any provision of this Agreement, plus (B) an amount equal to such Member's share of Partnership Minimum Gain as determined under Regulation Section 1.704-2(g)(1) and such Member's share of Partner Nonrecourse Debt Minimum Gain as determined under Regulation Section 1.704-2(i)(5), plus (C) any amounts which such Member is deemed to be obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and (ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

(c) "Affiliate" with respect to any Person, shall mean any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For the purposes of this definition "control" when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, including trust agreement, or otherwise, and the term "controlled" has the meaning correlative to the foregoing.

(d) "Agreement" means this Operating Agreement.

(e) "Asset Value" with respect to any Company asset means:

(i) The fair market value when contributed of any asset contributed to the Company by any Member;

(ii) The fair market value on the date of distribution of any asset distributed by the Company to any Member as consideration for an Interest in the Company;

(iii) The fair market value of all Property at the time of the happening of any of the following events: (A) the admission of a Member to, or the increase of an Interest of an existing Member in, the Company in exchange for a Capital Contribution; or (B) the liquidation of the Company under Regulation Section 1.704-1(b)(2)(ii)(g); or

(iv) The Basis of the asset in all other circumstances.

(f) "Bankruptcy" with respect to the Company or any Member means any one of:

(i) Filing a voluntary petition in bankruptcy or for reorganization or for adoption of an arrangement under the Bankruptcy Code;

(ii) Making a general assignment for the benefit of creditors;

(iii) The appointment by a court of a receiver for all or a portion of the property of the Company or such Member, as appropriate;

(iv) The entry of an order for relief in the case of an involuntary petition in bankruptcy; or

(v) The assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the Company's or such Member's property, as appropriate.

(g) "Basis" with respect to an asset means the adjusted basis from time to time of such asset for federal income tax purposes.

(h) "Capital Account" means an account maintained for each Member in accordance with Regulation Sections 1.704-1(b) and 1.704-2 and to which the following provisions apply to the extent not inconsistent with such Regulations:

(i) There shall be credited to each Member's Capital Account (A) such Member's Capital Contributions; (B) such Member's distributive share of Profits; (C) any items of income or gain specially allocated to such Member under Section 5.03 of this Agreement; and (D) the amount of any Company liabilities (determined as provided in Code Section 752(c) and the Regulations thereunder) assumed by such Member or to which Property distributed to such Member is subject;

(ii) There shall be debited to each Member's Capital Account (A) the amount of money and the Asset Value of any Property distributed to such Member pursuant to this Agreement; (B) such Member's distributive share of Losses; (C) any items of expense or loss which are specially allocated to such Member under Section 5.03 of this Agreement, and (D) the amount of liabilities (determined as provided in Code Section 752(c) and the Regulations thereunder) of such Member assumed by the Company or to which Property contributed to the Company by such Member is subject; and

(iii) The Capital Account of any transferee Member shall include the appropriate portion of the Capital Account of the Member from whom the transferee Member's Interest was obtained.

(i) "Capital Contribution" means the amount of money and the Asset Value of any property other than money contributed to the Company by a Member with respect to such Member's Interest in the Company.

(j) "Cash Flow" means the Operating Cash Flow and Sales or Refinancing Cash Flow for any given period.

(k) "Code" means the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(l) "Company" means SSC 02, LLC, a Colorado limited liability company.

(m) "Depreciation" for any Fiscal Year or other period means the cost recovery deduction with respect to an asset for such year or other period as determined for federal income tax purposes, provided that if the Asset Value of such asset differs from its Basis at the beginning of such year or other period, depreciation shall be determined as provided in Regulation Section 1.704-1(b)(2)(iv)(g)(3).

(n) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

(o) "Fiscal Year" means the taxable year of the Company for federal income tax purposes as determined by Code Section 706 and the Regulations thereunder.

(p) "Initial Capital Contributions" means the amount of Capital Contributions set forth on Exhibit A, attached hereto and incorporated herein.

(q) "Interest" means the ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such member may be entitled as provided in this Agreement or the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act. Such Interest of each Member shall, except as specifically provided herein, be the ratio of the aggregate of such benefits or obligations specified in this Agreement as such Member's Percentage Interest.

(r) "Majority In Interest" means Members holding a majority of the Percentage Interests.

(s) "Managers" shall mean one or more managers. Specifically, "Manager" shall mean Gary J. Dragul, or any other Persons that succeed such Manager in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(t) "Member" means each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become additional or substituted Members.

(u) "Operating Agreement" means this Operating Agreement as originally executed and as amended from time to time.

(v) "Operating Cash Flow" means with respect to any given period the net income of the Company as determined for federal income tax purposes, increased by cost recovery and other deductions used in determining such net income that do not involve cash expenditures, and decreased by debt service payments and expenditures required to be capitalized for federal income tax purposes.

(w) "Percentage Interest" with respect to each Member, means the percentages as shown on Exhibit A hereof.

(x) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(y) "Priority Return" means, with respect to each Member, the amount equal to zero percent (0%) per annum, determined on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days occurring in the period for which the Priority Return is being determined, noncompounded and cumulative to the extent not distributed in any given quarter pursuant to Sections 6.01(a), 6.01(b) and 14.03(c) hereof, of the average daily balance of such Member's Unreturned Capital from time to time during the period to which the Priority Return relates, commencing on the date such Member first made a Capital Contribution to the Company pursuant to Section 4.01 hereof.

(z) "Profits" and "Losses" for any Fiscal Year or other period means an amount equal to the Company's taxable income or loss for such year or period determined in accordance with Code Section 703(a) and the Regulations thereunder with the following adjustments:

(i) All items of income, gain, loss and deduction of the Company required to be stated separately shall be included in taxable income or loss;

(ii) Income of the Company exempt from federal income tax shall be treated as taxable income;

(iii) Expenditures of the Company described in Code Section 705(a)(2)(B) or treated as such expenditures under Regulation Section 1.704-1(b)(2)(iv)(i) shall be subtracted from taxable income;

(iv) The difference between Basis and Asset Value shall be treated as gain or loss upon the happening of any event described in Article 1(d)(i), (ii) or (iii);

(v) Gain or loss resulting from the disposition of Property from which gain or loss is recognized for federal income tax purposes shall be determined with reference to the Asset Value of such Property;

(vi) Depreciation shall be determined based upon Asset Value instead of as determined for federal income tax purposes; and

(vii) Items which are specially allocated under Section 5.03 of this Agreement shall not be taken into account.

(aa) "Property" means all real and personal property, tangible and intangible, owned by the Company.

(bb) "Regulations" means the federal income tax regulations, including temporary (but not proposed) regulations, promulgated under the Code.

(cc) "Sales or Refinancing Cash Flow" means, for any given period, the cash proceeds received from the Company from the sale, other disposition, or refinancing of any or all of the Property (including payments of principal and interest on obligations received by the Company in connection with such sale or other disposition) in excess of amounts necessary to discharge Company obligations with respect to such Property.

(dd) "Substitute Member" means any Person who or which is admitted to the Company as a substitute Member pursuant to Colo. Rev. Stat. § 7-80-702(2).

(ee) "Unreturned Capital" of any Member on any date shall be equal to the excess, if any, of (a) the aggregate Capital Contributions of such Member as of such date, over (b) the aggregate distributions to such Member of Cash Flow pursuant to Section 6.01(b), 6.02(b), and 14.03(d) hereof.

(ff) "Unreturned Priority Return" of any Member on any date shall be equal to the excess, if any, of (a) the cumulative Priority Return of such Member from the inception of the Company, over (b) the sum of all prior distributions to such Member pursuant to Section 6.01(a), 6.02(a) and 14.03(c) hereof.

ARTICLE 2 FORMATION OF COMPANY

2.01 Formation. On April 22, 2002, the parties hereto organized the Company as a Colorado limited liability company under and pursuant to the Act.

2.02 Name. The name of the Company is SSC 02, LLC, a Colorado limited liability company.

2.03 Principal Place of Business. The principal place of business of the Company shall be 8301 E. Prentice Avenue, Suite 210, Englewood, CO 80111. The Company may locate its places of business and registered office at any other place or places as the Managers may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's registered office shall be at the office of its registered agent at 8301 E. Prentice Avenue, Suite 210, Englewood, CO 80111 and the name of its initial registered agent at such address shall be GDA Real Estate Services, LLC.

2.05 Articles of Organization. The Articles of Organization are hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Articles of Organization and this Agreement, the terms of the Articles of Organization shall govern.

ARTICLE 3 BUSINESS OF COMPANY

3.01 Permitted Businesses. The business of the Company shall be:

(a) To engage in any lawful business subject to any provisions of law governing or regulating such business within the State;

(b) To exercise all other powers necessary to reasonably be connected with the Company's business which may legally be exercised by limited liability companies under the Act; and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

4.01 Members Original Capital Contributions. The Initial Capital Contributions to the Company of each of the Members shall be made concurrently with their respective execution and delivery of this Operating Agreement in the dollar amounts set forth in Exhibit A.

4.02 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's Property any part of such Member's contributions to capital until all liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid or there remains Property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of such Member's contribution, has the right to demand and receive only cash in return for such Member's contribution to capital.

4.03 Additional Capital Contributions. Except with respect to the Initial Capital Contributions and as otherwise provided for herein or under the Act, no Member shall be obligated to make any additional Capital Contributions to the Company, except with the prior written approval of Manager. If the Company needs additional capital to meet its obligations, the Company may borrow all or part of such additional capital from any source, including, without limitation, any Member. No Member shall be obligated to make a loan to the Company.

4.04 No Third Party Beneficiaries. The provisions of this Article 4 are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than a Member in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company or any of the Members.

4.05 Miscellaneous.

(a) **No Interest on Capital Contribution.** No Member shall be entitled to or shall receive interest on such Member's Capital Contribution.

(b) **No Withdrawal of Capital Contribution.** No Member may withdraw any capital from the capital of the Company except as expressly provided herein or under the Act.

(c) **No Priority of Return of Capital Contribution.** No Member shall have any priority over any other Member with respect to the return of any Capital Contribution, except as expressly provided herein.

ARTICLE 5
ALLOCATIONS

5.01 Profits and Losses. Subject to the special allocations provisions of Section 5.03 of this Agreement, the Members' distributive shares of the Profits or Losses of the Company for any Fiscal Year shall be as follows:

(a) **Profits.** Profits shall be allocated in the following order of priority:

(i) First, to the Members pro rata in accordance with their respective Unreturned Priority Return until the aggregate amounts allocated to the Members pursuant to this Section 5.01(a)(i) for such Fiscal Year and all previous Fiscal Years is equal to the Priority Return accrued to the Members from the commencement of the Company to a date thirty (30) days after the end of such Fiscal Year; and

(ii) Second, to the Members, pro rata in accordance with their respective Percentage Interests until the aggregate Profits allocated pursuant to this Section 5.01(a)(ii) equal the aggregate Losses allocated pursuant to Section 5.01(b) below for all previous Fiscal Years

(iii) The balance, to each Member pro rata in proportion with such Member's respective Percentage Interest..

(b) **Losses.** Losses of the Company shall be allocated to the Members pro rata in accordance with their respective adjusted Capital Accounts.

5.02 General Provisions.

(a) Except as otherwise provided in this Agreement, the Members' distributive shares of all items of Company income, gain, loss, and deduction are the same as their distributive shares of Profits and Losses.

(b) The Managers shall allocate Profits, Losses, and other items properly allocable to any period using any method permitted by Code Section 706 and the Regulations thereunder.

(c) To the extent permitted by Regulations Section 1.704-2(h) and Section 1.704-2(i)(6), the Managers shall endeavor to avoid treating distributions of Operating Cash Flow and of Sales and Refinancing Cash Flow as being from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt (as defined in Regulation Sections 1.704-2(b)(3) and 1.704-2(b)(4), respectively).

(d) If there is a change in any Member's Interest in the Company during a Fiscal Year, each Member's distributive share of Profits or Losses or any item thereof for such Fiscal Year, shall be determined by any method prescribed by Code Section 706(d) or the Regulations thereunder that takes into account the varying Interests of the Members in the Company during such Fiscal Year.

(e) The Members agree to report their shares of income and loss for federal income tax purposes in accordance with the provisions of this Article 5.

5.03 Special Provisions.

(a) **Minimum Gain Chargeback.** Notwithstanding any other provision of this Article 5, if there is a net decrease in Partnership Minimum Gain (as defined in Regulation Section 1.704-2(d)) during any Fiscal Year, then each Member shall be allocated such amount of income and gain for such year (and subsequent years, if necessary) determined under and in the manner required by Regulation Section 1.704-2(f) as is necessary to meet the requirements for a minimum gain chargeback as provided in that Regulation.

(b) **Partner Nonrecourse Debt Minimum Gain Chargeback.** Notwithstanding any other provision of this Article 5 except Section 5.03(a), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as defined in accordance with Regulation Section 1.704-2(i)(3)) attributable to a Partner Nonrecourse Debt (as defined in Regulation Section 1.704-2(b)(4)) during any Fiscal Year, any Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt determined in accordance with Regulation Section 1.704-2(i)(5), shall be

allocated such amount of income and gain for such year (and subsequent years, if necessary) determined under and in the manner required by Regulation Section 1.704-2(i)(4) as is necessary to meet the requirements for a chargeback of Partner Nonrecourse Debt Minimum Gain as is provided in that Regulation.

(c) **Qualified Income Offset.** If a Member unexpectedly receives any adjustment, allocation or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Subsection shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Section 5.01 and this Section 5.03 of this Agreement tentatively have been made as if this Subsection (c) were not in this Agreement.

(d) **Limitation on Losses.** Notwithstanding anything else contained in this Agreement, Losses allocated to any Member pursuant to Section 5.01 of this Agreement shall not exceed the maximum amount of Losses that may be allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of the Fiscal Year for which the allocation is made.

(e) **Code Section 754 Adjustment.** To the extent that an adjustment to the Basis of any asset pursuant to Code Section 734(b) or Code Section 743(b) is required to be taken into account in determining Capital Accounts as provided in Regulation Section 1.704-1(b)(2)(iv)(m), the adjustment shall be treated (if an increase) as an item of gain or (if a decrease) as an item of loss, and such gain or loss shall be allocated to the Members consistent with the allocation of the adjustment pursuant to such Regulation.

(f) **Nonrecourse Deductions.** Nonrecourse Deductions (as determined under Regulation Section 1.704-2(c)) for any Fiscal Year shall be allocated among the Members in proportion to their Percentage Interests.

(g) **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions (as defined under Regulation Section 1.704-2(i)(2)) shall be allocated pursuant to Regulation Section 1.704-2(i) to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which it is attributable.

(h) **Purpose and Application.** The purpose and the intent of the special allocations provided for in this Section 5.03 are to comply with the provisions of Regulation Sections 1.704-1(b) and 1.704-2, and such special allocations are to be made so as to accomplish that result. However, to the extent possible, the Managers, in allocating items of income, gain, loss, or deduction among the Members, shall take into account the special allocations in such a manner that the net amount of allocations to each Member shall be the same as such Member's distributive share of Profits and Losses would have been had the events requiring the special allocations not taken place. The Managers shall apply the provisions of this Section 5.03 in whatever order the Managers reasonably believe will minimize any economic distortion that otherwise might result from the application of the special allocations.

5.04 Code Section 704(c) Allocations. Solely for federal, state, and local income tax purposes and not with respect to determining any Member's Capital Account, distributive shares of Profits, Losses, other items, or distributions, a Member's distributive share of income, gain, loss, or deduction with respect to any Property (other than money) contributed to the Company, or with respect to any Property the Asset Value of which was adjusted as provided in Article 1(d)(iii) of this Agreement upon the acquisition of an additional Interest in the Company by a new Member or existing Member in

exchange for a Capital Contribution, shall be determined in accordance with Code Section 704(c) and the Regulations thereunder or with the principles of such provisions.

5.05 Allocations Relating to Taxable Issuance of Interest. Any income, gain, loss or deduction realized, by the Company as a direct or indirect result of the issuance of an Interest by the Company (the "Issuance Items") shall be allocated among the Members, so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

ARTICLE 6 DISTRIBUTIONS

6.01 Cash Flow From Operations. Except when the Company is in the process of dissolution and winding up as provided in Article 14 of this Agreement, no later than 30 days following the end of each calendar quarter, the Managers shall determine and distribute the Cash Flow from operations for such quarter, less reserves determined by the Managers in their sole and absolute discretion, to the Members as follows:

(a) First, for so long as Members Unreturned Priority Return is in excess of \$0.00, 100% shall be distributed to the Members prorata in accordance with outstanding amount of their respective Unreturned Priority Return;

(b) The balance, if any to the Members pro rata in accordance with their respective Percentage Interests.

6.02 Cash Flow From Sales or Refinancing. Except when the Company is in the process of dissolution and winding up as provided in Article 14 of this Agreement, no later than 30 days following the end of each calendar quarter, the Managers shall determine and distribute the Cash Flow from sales or refinancing for such quarter, less reserves determined by the Managers in their sole and absolute discretion, to the Members as follows:

(a) First, for so long as Members Unreturned Priority Return is in excess of \$0.00, 100% shall be distributed to the Members prorata in accordance with outstanding amount of their respective Unreturned Priority Return;

(b) The balance, if any to the Members pro rata in accordance with their respective Percentage Interests.

6.03 Division Among Members. If there is a change in a Member's Interest in the Company during a Fiscal Year, any distributions thereafter shall be made so as to take into account the varying Interests of the Members during the period to which the distribution relates in any manner chosen by the Managers that is provided in Code Section 706(d) and the Regulations thereunder.

ARTICLE 7 BOOKS, RECORDS, AND ACCOUNTING

7.01 Books and Records. The Company shall maintain at its principal place of business books of account that accurately record all items of income and expenditure relating to the business of the Company and that accurately and completely disclose the results of the operations of the Company. Such books of account shall be maintained on the method of accounting selected by the Managers according to generally accepted accounting principles consistently applied, and on the basis of the Fiscal Year. Each

Member, upon not less than seventy-two (72) hours advance written notice to the Managers, at such Member's own expense, shall have the right to inspect, copy, and audit the Company's books and records at any time during normal business hours without notice to any other Member.

7.02 Reports. Within seventy-five (75) days after the close of each Fiscal Year, the Managers shall furnish to each Member a copy of the income and loss statement and of the balance sheet of the Company for such Fiscal Year, and a statement disclosing all allocations of income, gain, loss, or deduction, items thereof among the Members and distributions made by the Company to the Members during such year. The statements of income and loss and balance sheets to be delivered hereunder may be unaudited in the sole discretion of the Managers.

7.03 Tax Returns. The Managers shall cause independent certified public accountants of the Company to prepare and timely file all income tax and other tax returns of the Company. The Managers shall furnish to each Member a copy of all such returns together with all schedules thereto and such other information which each Member may request in connection with such Member's own tax affairs.

7.04 Special Basis Adjustment. At the request of either the transferor or transferee in connection with a transfer of an Interest in the Company approved by the Members pursuant to Article 13 of this Agreement, the Managers shall cause the Company to make the election provided for in Code Section 754 and maintain a record of the adjustments to Basis of Property resulting from that election. Any such transferee shall pay all costs incurred by the Company in connection with such election and the maintenance of such records.

7.05 Tax Matters Partner.

(a) Gary J. Dragul is hereby designated the Tax Matters Partner (as defined in the Code) on behalf of the Company.

(b) Without the consent of the Managers, the Tax Matters Partner shall have no right to extend the statute of limitations for assessing or computing any tax liability against the Company or the amount of any Company tax item.

(c) If the Tax Matters Partner elects to file a petition for readjustment of any Company tax item (in accordance with Code Section 6226(a)) such petition shall be filed in the United States Tax Court unless the Managers agree otherwise.

(d) The Tax Matters Partner shall, within ten (10) business days of receipt thereof, forward to each Member a photocopy of any correspondence relating to the Company received from the Internal Revenue Service. The Tax Matters Partner shall, within ten (10) business days thereof, advise each Member in writing of the substance of any conversation held with any representative of the Internal Revenue Service.

(e) Any reasonable costs incurred by the Tax Matters Partner for retaining accountants and/or lawyers on behalf of the Company in connection with any Internal Revenue Service audit of the Company shall be expenses of the Company. Any accountants and/or lawyers retained by the Company in connection with any Internal Revenue Service audit of the Company shall be selected by the Tax Matters Partner and the fees therefor shall be expenses of the Company.

7.06 Bank Accounts. The Managers shall establish and maintain one or more separate accounts in the name of the Company in one or more federally insured banking institutions of its choosing into which shall be deposited all funds of the Company and from which all Company expenditures and other disbursements shall be made. Unless otherwise decided by the Managers, funds may be withdrawn

from such accounts on the signatures of any Manager, individually and not collectively, or such other Person or Persons that the Managers shall determine.

ARTICLE 8 MANAGEMENT

8.01 Management. The business and affairs of the Company shall be managed by the designated Managers. The Managers shall direct, manage and control the business of the Company to the best of such Managers' ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managers shall deem to be reasonably required in light of the Company's business and objectives.

8.02 Number, Tenure and Qualifications. There shall be only one Manager of the Company. The initial Manager, Gary J. Dragul, shall hold office until his death or until such time as he shall become incapacitated at which time Shelly R. Dragul shall become Manager.

8.03 Certain Powers of Managers. Without limiting the generality of Section 8.01, unless expressly provided to the contrary herein, the Managers shall have power and authority, only upon unanimous decision of each of the Managers, on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine. The fact that a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;

(b) To borrow money on behalf of the Company from banks, other lending institutions, the Members, or affiliates of the Members on such terms as they deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. Except as otherwise provided in the Act, no debt shall be contracted or liability incurred by or on behalf of the Company except by the Company's Managers;

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

(d) To hold and own any and all Company Property on behalf of and in the name of the Company;

(e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

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

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) To enter into any and all other agreement on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. However, the Managers may act by a duly authorized attorney-in-fact.

8.04 Liability for Certain Acts. A Manager of the Company shall perform such Manager's duties, including duties as a member of any committee upon which such Manager may serve, in good faith, in a manner such Manager reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Person who so performs such Person's duties shall not have any liability by reason of being or having been a Manager of the Company.

In performing the duties of a Manager, a Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in Subsections (a), (b) and (c) of this Section 8.04 unless such Manager has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) one or more employees or other agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented;

(b) counsel, public accountants, or other persons as to matters that the Manager reasonably believes to be within such persons' professional or expert competence; or

(c) a committee, upon which such Manager does not serve, duly designated in accordance with the provisions of this Operating Agreement, as to matters within its designated authority, which committee the Manager reasonably believes to merit confidence.

A Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. A Manager shall not be responsible to any Members because of a loss of their investment in the Company or a loss in the operations of the Company, unless the loss shall have been the result of the Manager not acting in good faith as provided in this Section. A Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture. Managers shall be entitled to any other protection afforded to Managers under the Act.

8.05 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as such Manager's sole and exclusive function, and each Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any Manager or to the income or proceeds derived therefrom.

8.06 Indemnity of the Managers, Employees or Agents.

(a) The Company shall indemnify every member, manager, employee and agent in respect to the payments made and personal liabilities reasonably incurred by that member, manager, employee or agent in the ordinary and proper conduct of the Company's business or property.

(b) The Company may purchase and maintain insurance on behalf of a person who is or was a manager, employee, fiduciary, or agent of the Company or who, while a manager, employee, fiduciary, or agent of the Company, is or was serving at the request of the Company as manager, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic limited liability company or any corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Members of the Company holding a Majority in Interest, whether such insurance company is formed under the laws of the State of Colorado or any other jurisdiction of the United States or elsewhere.

(c) Any indemnification of or advance of expenses to a manager in accordance with this Article, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

(d) The indemnification set forth in this Article shall in no event cause the Members to incur any liability, or result in any liability of the Members to any third party, beyond those liabilities specifically enumerated in the Articles of Organization, the Act or this Agreement.

8.07 Transactions with Company or Otherwise. Any of the Managers, or any agent, servant, or employee of any of the Managers, may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other Persons, whether or not directly or indirectly in competition with the business or purpose of the Company, and neither the Company nor any of the Members shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties, or obligations in respect thereof. The Managers may lend money to, act as surety for, and transact other business with the Company and shall have the same rights and obligations with respect thereto as a Person who is not a Manager of the Company, except that nothing contained in this Section shall be construed to relieve a Manager from any duties to the Company.

8.08 Regular Meetings. A regular meeting of the Managers shall be held without the requirement of any other notice immediately after, and at the place as determined by the Managers. The Managers may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without notice other than such resolution.

8.09 Special Meetings. Special Meetings of the Managers shall be called by or at the request of any Manager. The Persons calling the special meetings of the Managers may fix any place, either within or without the State of Colorado, as the place for holding any special meeting of the Managers.

8.10 Notice. Written notice of any special meeting of Managers shall be given to every Manager at least twenty-four (24) hours prior to such meeting.

Any Manager may waive notice of any meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

When any notice is required to be given to a Manager, a waiver thereof in writing signed by such Manager, whether before, at, or after the time stated therein, shall constitute the giving of such notice.

8.11 Quorum. All of the Managers fixed by or pursuant to Section 8.02 of this Agreement shall constitute a quorum for the transaction of business at any meeting of the Managers, but if less than all of the Managers are present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

8.12 Manner of Acting. In all actions to be taken by the Managers pursuant to this Agreement, unless expressly provided to the contrary herein, the signature of any one manager shall be sufficient to evidence said act and each individual manager may act unilaterally on behalf of the Company and said Manager's act shall be valid and binding upon the Company.

8.13 Informal Act by Managers. Any action required or permitted to be taken at a meeting of the Managers or of any committee designed by said Managers may be taken without a meeting if the action is evidenced by the signature of the number of Managers that would be required to approve such action at a meeting of the Managers at which all Managers were represented in person or by proxy, describing the action taken, and delivered to the Person having custody of the Company records for inclusion in the minutes or for filing with the records. Such consent has the same force and effect as a vote of the Managers or committee members and may be stated as such in any document.

8.14 Participation by Electronic Means. Any Manager or any committee designated by the Managers may participate in a meeting of the Managers or committee by means of telephone conference or similar communications equipment by which all Persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

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

8.16 Removal. A Manager cannot be removed by the vote of the Members holding a Majority in Interest. The initial Manager, Gary J. Dragul, shall remain Manager until his death or until he becomes incapacitated, at which time Shelly R. Dragul shall become sole Manager.

8.17 Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Members holding at least a Majority In Interest, and no Manager shall be prevented from receiving such salary by reason of the fact that such Manager is also a Member of the Company.

8.18 Committees. The Managers may, by resolution adopted by all of the Managers, designate two or more Managers to constitute a committee, any of which shall have the authority in the management of the Company as the Managers shall designate.

8.19 Presumption of Assent. A Manager of the Company who is present at a meeting of the Managers or committee thereof at which action on any matter is taken shall be presumed to have assented to the action taken unless such Manager objects at the beginning of such meeting to the holding of the meeting or to the transacting of business at the meeting, unless such Manager's dissent is entered in the minutes of the meeting, or unless such Manager shall file such Manager's written dissent to such action with the presiding Manager of the meeting before the adjournment thereof or shall forward such dissent

by registered mail to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

8.20 Prohibition Against Publicly Traded Partnership. The Manager shall take all action necessary to prevent the Company from qualifying as a publicly traded partnership with the meaning of Code Section 7704, including, without limitation, limiting the number of Members to less than 500 in compliance with the safe harbor under IRS Notice 88-75.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Each Member hereby represents and warrants that as of the date hereof each of the following is a true, accurate, and full disclosure of all pertinent facts, and further represents and warrants as follows:

(a) Such Member, if other than an individual, is a duly organized entity under the laws of its state of organization and has the requisite power and authority to enter into and carry out the terms of this Agreement, and all required action has been taken to authorize such Member to execute and consummate this Agreement.

(b) Such Member has been duly authorized to enter into this Agreement, and such Member is not a foreign person as defined under Code Section 1445(f)(3).

(c) To the best of such Member's knowledge, neither the execution of nor the compliance with this Agreement has resulted or will result in a default under, or will create, any encumbrance on the Property, and there is no action pending or threatened which questions the validity or enforceability of this Agreement as to such Member.

(d) The address shown in Exhibit A constitutes such Member's legal and permanent residence.

(e) The Interests to be acquired hereunder are being acquired by the Member for investment only and for such Member's own account; no Person other than the Member has or shall have any beneficial interest in the Interests; and the Member has no present intention of distributing, reselling or assigning the Interests.

(f) Such Member understands that the Interests have not been registered under the Securities Act or under the laws of any jurisdiction; that the Company does not intend and is under no obligation to so register the Interests; that the Interests may not be sold, assigned, pledged or otherwise transferred except upon delivery to the Company of an opinion of counsel satisfactory to the Managers that registration under the Securities Act is not required for such transfer, or the submission to the Managers of such other evidence as may be satisfactory to the Managers, to the effect that any such transfer will not be in violation of the Securities Act, applicable state securities laws or any rule or regulation promulgated thereunder; and that legends to the foregoing effect will be placed on all documents evidencing the Interests. The Member understands that the foregoing does not limit other restrictions regarding the transfer of its Interests set forth in this Agreement or in the Act.

(g) Such Member is aware that the investment in the Company involves a high degree of risk, limited liquidity and substantial restrictions on transferability.

(h) Such Member is able to bear the economic risk of its investment in the Company and the loss of all or substantially all of such investment.

(i) Such Member, either itself or through its shareholders, partner or advisors, is sophisticated and experienced in investment matters, and, as a result, is in a position to evaluate the merits and risks of an investment in the Company.

(j) Such Member has made, and is solely responsible for making, its own independent evaluation of the economic, credit and other risks involved in its investment in the Company and its own independent decision to make such investment; such Member has been given the opportunity to ask questions of, and receive answers from, the Company with respect to the business to be conducted by the Company, the financial condition and capital of the Company and the terms and conditions of the offering of the Interests; and such Member has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information that was provided in order for such Member to evaluate the merits and risks of investment in the Company to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense; such Member has been furnished with a copy of the Articles of Organization, this Agreement, to which it is a party, and any other documents that such Member has deemed necessary and requested in connection with its evaluation of the offering of the Interests in the Company, and has relied solely on such Member's own independent evaluation of the economic, credit and other risks involved in its investment in the Company in making such Member's investment decision.

ARTICLE 10 **RIGHTS AND OBLIGATIONS OF MEMBERS**

10.01 Limitation of Liability. Each Member's liability shall be limited as set forth herein and in the Act and other applicable law.

10.02 Company Debt Liability. A Member will not personally be liable for any debts or losses of the Company, except as provided in the Act.

10.03 List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Percentage Interests of all Members in the Company.

10.04 Approval of Sale of All Assets. The Members shall not have the right to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

10.05 Company Books. The Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Member's expense.

10.06 Priority and Return of Capital. Except as specifically provided herein, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which Member has made to the Company.

10.07 Loans by Members to Company. With the consent of the Managers, any Member may loan money to, act as surety for, or transact other business with the Company, and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a Person who is not a Member, but no such transaction shall be deemed to constitute a Capital Contribution to the Company and shall not increase the Capital Account of any Member engaging in any such transaction. Unless the Members agree to the contrary, the terms of any such loan must be no less favorable to the Company than

the terms that would apply with respect to a loan of a similar amount for a similar purpose by an unrelated lending institution.

10.08 Outside Activity. Each Member, including but not limited to the Managers, may engage in any capacity (as owner, employee, consultant, or otherwise) in any activity, whether or not such activity competes with or is benefitted by the business of the Company, without being liable to the Company or the other Members for any income or profit derived from such activity. No Member shall be obligated to make available to the Company or any other Member any business opportunity of which such Member is or becomes aware.

ARTICLE 11 **MEETINGS OF MEMBERS**

11.01 Annual Meeting. Notwithstanding anything herein to the contrary, the Company shall have no annual meetings.

11.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by any Member or Members holding at least 10% of the Percentage Interests.

11.03 Place of Meetings. The voting Members may designate any place, either within or outside the State of Colorado, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal business office of the Company in the State of Colorado.

11.04 Notice of Meetings. Except as otherwise provided for herein, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Person calling the meeting, to each Member entitled to vote at such meeting.

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

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

11.07 Quorum. Members holding at least a Majority In Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members

present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of Members owning that number of Percentage Interests whose absence would cause less than a quorum.

11.08 Manner of Acting. If a quorum is present, the affirmative vote of all Members, whether present or not present, holding at least a Majority In Interest and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Operating Agreement.

11.09 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. Any voting Member participating in a meeting of the Members by means of telephone conference or similar communications equipment by which all Persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

11.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members holding the number of Percentage Interests that would be required to approve such action at a meeting of the Members at which all Members were represented in person or by proxy and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 11.10 is effective when all Members holding the number of Percentage Interests that would be required to approve such action at a meeting of the Members at which all Members were represented in person or by proxy have signed the consent, unless the consent specifies a different effective date.

The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

11.11 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the Managers or any voting Member shall demand that voting be by ballot.

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

ARTICLE 12 **TRANSFERABILITY**

12.01 Restrictions on Transferability. No transfer of all or any part of a Member's Interest in the Company (including the transfer of any rights to receive or share in profits, losses, income or the return of contributions; a pledge or hypothecation of an Interest; or transfer by way of sale, give, exchange, assignment, devise or bequest) (collectively, a "Transfer") shall be effective unless and until written notice (including the name and address of the proposed purchaser, transferee or assignee and the date of such Transfer) has been provided to the Company and the Managers. A sale by a Member of all or substantially all of its assets or all or substantially all of its stock if such Member is a publicly traded corporation, a merger of a Member with another corporation or other entity, the transfer of twenty-five percent (25%) or more of the stock in a corporate Member whose stock is not publicly traded, or transfer of twenty-five percent (25%) or more of the beneficial ownership interest in a partnership or limited liability company Member shall constitute a Transfer, which is restricted hereunder. Notwithstanding anything contained herein to the contrary, if the Managers do not approve of the proposed Transfer by

written consent, which may be withheld in their sole discretion, the proposed purchaser, transferee or assignee of the selling Member's Interest shall have no right to participate in the management of the business and affairs of the Company or to become a Substitute Member and the transferor and transferee of said Interest shall be in default hereof. The purchaser, transferee or assignee shall be entitled only to receive the share of profits or other compensation by way of income and the return of contributions to which that purchaser, transferee or assignee would otherwise be entitled.

12.02 Restrictions on Resignation. Notwithstanding anything to the contrary contained herein or under the Act, no Member shall have the right to resign from the Company. In the event a Member does resign in violation of the foregoing provision, (i) the Company shall not be obligated to pay any amounts to the Member, nor to distribute any of the Property to the Member or any interest therein, (ii) the Member shall be deemed to have forfeited any rights to legal or beneficial ownership of his Interest, and (iii) the Company may recover from the resigning Member damages for breach of this Agreement.

12.03 Right of First Refusal. If any Member desires to assign or otherwise transfer all or any portion of such Member's Company Interest (the "Offered Interest"), the Member desiring to so transfer the Offered Interest (the "Selling Member") shall give written notice (the "Offering Notice") to the Managers of the Selling Member's intention to so transfer. The Offering Notice shall specify the Offered Interest to be transferred, the consideration to be received therefor, the identity of the proposed purchaser, and the exact terms upon which the Selling Member intends to so transfer. For one hundred twenty (120) days after the effective date of the Offering Notice (the "Review Period"), the Managers shall have the option to elect to purchase from the Selling Member all (but not less than all) of the Offered Interest at the same price and on the same terms as are specified in the Offering Notice by delivering to the Selling Member a written offer to purchase the Offered Interest. If the Managers elect to so purchase all of the Offered Interest within the time period specified, then the purchase by the Managers of the Offered Interest shall be consummated at the principal place of business of the Company on the terms and conditions set forth in the Offering Notice. At the closing, the Selling Member shall deliver the Offered Interest free and clear of all liens, security interest and competing claims (other than security interest granted in favor of the Managers) and shall deliver to the Managers such instruments of transfer and such evidence of due authorization, execution and delivery and of the absence of any such liens, security interest or competing claims as the Managers reasonably request. If, within the Review Period the Managers fail to timely and validly offer to purchase all of the Offered Interest, then the Selling Member may, within ninety (90) days after the expiration of such thirty (30) day period, transfer the Offered Interest to the person or entity identified in the Offering Notice on the same terms and conditions and at the same price specified in the Offering Notice. If the Selling Member fails to so transfer the Offered Interest within such ninety (90) day period, then, prior to transferring the Offered Interest, the Selling Member shall resubmit an Offering Notice in accordance with the provisions of this Section and shall comply with the other terms of this Section. Notwithstanding anything in this Section 12.03 to the contrary, all transfers pursuant to this Section 12.03 are subject to the restrictions set forth in Section 12.01 hereof.

ARTICLE 13 **ADMISSION OF ADDITIONAL MEMBERS**

From the date of the formation of the Company, with the written consent of the Managers, and subject to applicable laws, any Person may, subject to the terms and conditions of this Agreement: (a) become an additional Member in this Company by the sale of new Interests for such consideration as the Managers shall determine, or (b) become a Substitute Member as a transferee of a Member's Interest or any portion thereof.

ARTICLE 14 **DISSOLUTION AND TERMINATION**

14.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events ("Dissolution Event"): by the written agreement of all of the Managers.

(b) As soon as possible following the occurrence of any of the events specified in this Section effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Colorado Secretary of State and file duplicate originals of the same with the Colorado Secretary of State's office.

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

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

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

(b) to Members and former Members in satisfaction of liabilities for distributions under Section 7-80-601 or 7-80-603 of the Act;

(c) to the Members pro rata in accordance with their respective Percentage Interests until the Members have received an amount which, when aggregated with all previous distributions to the Members pursuant to Sections 6.01(a) and 6.02(a) above, causes the Unreturned Priority Return to equal \$0.00;

(d) to the Members pro rata in accordance with their respective Percentage Interests until the Members have received an amount which, when aggregated with all previous distributions to the Members pursuant to Section 6.01(b) and 6.02(b) above, causes the Unreturned Capital to equal \$0.00; and

(e) to Members pro rata in accordance with the positive balances in their Capital Accounts after taking into account all adjustments to the Capital Accounts for all periods.

14.04 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining Property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the Person signing the articles, which articles shall set forth the information required by the Act.

14.05 Filing of Articles of Dissolution.

(a) Duplicate originals of such articles of dissolution shall be delivered to the Colorado Secretary of State.

(b) Upon the filing of the articles of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall thereafter be trustees for the Members and creditors of the Company and as such shall

have authority to distribute any Company Property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

14.06 Winding Up. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Managers deem necessary or appropriate to sell.

14.07 No Restoration of Deficit Capital Accounts. If the Company is deemed to be liquidated for federal income tax purposes within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), distributions under Section 14.03(c), (d) and (e) shall be made in compliance with Regulation Section 1.704-1 (b)(2)(ii)(b)(2) to those Members who have positive Capital Accounts. If the Capital Account of any Member has a deficit balance after such distributions (after giving effect to all contributions, distributions, and allocations for all taxable years), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit and such deficit shall not be considered a debt owed to the Company or any other Person for any purpose whatsoever. In the discretion of the Managers, a pro rata portion of the amounts that otherwise would be distributed to the Members under this Article may be withheld to provide a reasonable reserve for unknown or contingent liabilities of the Company.

14.08 Deemed Liquidation. If no Dissolution Event has occurred, but the Company is deemed liquidated for federal income tax purposes within the meaning of Regulation Section 1.704-1 (b)(2)(ii)(g), the Company shall not be wound up and dissolved but its assets and liabilities shall be deemed to have been distributed to the Members and contributed to a new Company which shall operate and be governed by the terms of this Agreement.

14.09 Notice of Dissolution. Within thirty (30) days after the happening of a Dissolution Event, the Managers shall give written notice thereof to each of the Members, to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business, and shall publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business.

ARTICLE 15 **DEFAULT AND REMEDIES**

15.01 Default. The failure of a Member hereto to comply with any of the monetary provisions of this Agreement when due or the failure of either party hereto to comply with any of the non-monetary provisions of this Agreement and the continuance of such non-monetary failure for a period of thirty (30) days after written notice thereof is given to such party by the other party specifying the nature thereof shall constitute a default hereunder and shall be considered a "Delinquent Member" as further defined herein below.

15.02 Remedies for Default. In the event that a party hereto becomes a Delinquent Member, in addition to and not in limitation of the remedies otherwise provided herein, the other party (the "Non-Delinquent Member") may bring an action against the defaulting party for damages, specific performance, injunctive relief and/or any other remedy available at law or in equity. Each party by executing this Agreement hereby consents to any such action being brought in the Colorado District Court in and for the

City and County of Denver or any other court of competent jurisdiction, at the option of the Non-Delinquent Member.

15.03 Additional Remedies for Operating Shortfalls. In the event that a Member fails to make all or any portion of and Additional Capital Contribution (the "Delinquent Contribution") required of such Member pursuant to Section 4.03 by the time required thereunder (the "Delinquent Member"), said Member shall be in default of this Agreement and, in addition to and not in limitation of a Member's rights pursuant to this Section 15, the other Members shall have the right to take any or all of the following actions:

(a) To advance in any proportion the amounts necessary to make the payment due from the Member who has failed to make it (a "Delinquency Loan"). Such advances with interest thereon at 18% per annum shall be repaid to the advancing Member from the first available funds produced from the Property prior to the distribution of any funds to any of the Members.

(b) To not make such advance, but to reduce from the first available funds from the Company that would have otherwise been distributable to the Delinquent Member such amount of funds as to pay all interest, penalties, costs, expenses and damages related to or resulting from such Delinquent Member's actions.

(c) After a Member has been a Delinquent Member for ninety (90) days, to contribute to the Company an amount equal to the then outstanding balance of the Delinquent Contribution, plus any interest accrued thereon (the "Contribution"), either by a cancellation of the Delinquent Member's obligations under any Delinquency Loan as a result of the Delinquent Member's delinquency, by a contribution of cash, or by a combination of both by a Member (a "Contributing Member"). The Percentage Interests of the Members shall then be adjusted accordingly, such that the Delinquent Member's Percentage Interest shall be reduced by an amount (the "Reduction Amount") equal to a fraction, the numerator of which is the aggregate amount of the Contribution times one and one-half (1½) and the denominator of which is the aggregate amount of all Investments made by the Members, and the Percentage Interest of the Contributing Members shall be increased by the total percentage by which the Delinquent Member's Percentage Interest was reduced as provided above.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.01 Notices. Any notice or communication required or permitted to be given by any provision of this Agreement, including but not limited to any consents, shall be in writing and shall be deemed to have been given and received by the Person to whom directed (a) when delivered personally to such Person or to an officer or partner of the Member to which directed, (b) twenty-four (24) hours after transmitted by facsimile, evidence of transmission attached, to the facsimile number of such Person who has notified the Company and all of the Members of its facsimile number, or (c) three (3) business days after being posted in the United States mails if sent by registered or certified mail, return receipt requested, postage and charges prepaid, or one (1) business day after deposited with overnight courier, return receipt requested, delivery charges prepaid, in either case addressed to the Person to which directed at the address of such Person as it appears in this Agreement or such other address of which such Person has notified the Company and all of the Members.

16.02 Application of Colorado Law. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Colorado, and specifically the Act.

16.03 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the Property of the Company.

16.04 Amendments. Any amendment to this Operating Agreement may be proposed to the Members by Members holding not less than a Majority In Interest. A vote on an amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by a Majority in Interest of the Members and the Manager.

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

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

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

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

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

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

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

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

16.13 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

16.14 Entire Agreement. This Agreement and each of the exhibits attached hereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the Company; and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein.


16.15 Attorneys' Fees. Should any party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

CERTIFICATE

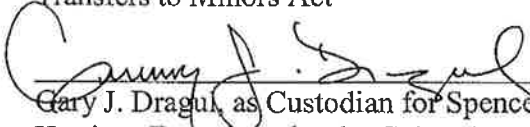
The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the Operating Agreement of SSC 02, LLC adopted by the Members of the Company as of April 22, 2002.



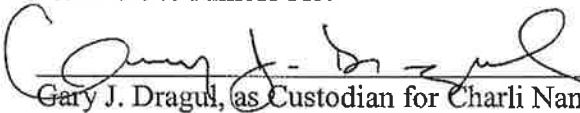
Gary J. Dragul



Gary J. Dragul, as Custodian for Samuel
Zachary Dragul, under the Colorado Uniform
Transfers to Minors Act



Gary J. Dragul, as Custodian for Spencer
Harrison Dragul, under the Colorado Uniform
Transfers to Minors Act



Gary J. Dragul, as Custodian for Charli Nan
Dragul, under the Colorado Uniform Transfers
to Minors Act

EXHIBIT A

NAMES, ADDRESSES, INITIAL CAPITAL CONTRIBUTIONS
AND PERCENTAGE INTERESTS OF MEMBERS

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Gary J. Dragul 9521 E. Maplewood Circle Englewood, CO 80111		1%
Samuel Zachary Dragul 9521 E. Maplewood Circle Englewood, CO 80111		33%
Spencer Harrison Dragul 9521 E. Maplewood Circle Englewood, CO 80111		33%
Charli Nan Dragul 9521 E. Maplewood Circle Englewood, CO 80111		33%
TOTALS	\$1,000.00	100%

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019

DATE FILED: June 20, 2019 4:44 PM
FILING ID: ED2B15A52ED79
CASE NUMBER: 2018CV33011

EXHIBIT B

SSC 02, LLC

CERTIFICATE OF GOOD STANDING
WITH THE STATE OF COLORADO

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SSC 02, LLC

is a

Limited Liability Company

formed or registered on 04/29/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021111942 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/18/2019 that have been posted, and by documents delivered to this office electronically through 06/19/2019 @ 17:50:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/19/2019 @ 17:50:26 in accordance with applicable law. This certificate is assigned Confirmation Number 11640725 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ARTICLES OF ORGANIZATION Form 031

Filing fee: **\$50.00** revised 12/31/01
Deliver 2 copies to: Colorado Secretary of State
Business Division,
1560 Broadway, Suite 200
Denver, CO 80202-5169
This document must be typed or machine printed
Please include a self-addressed envelope

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20021111942 C
\$ 100.00
SECRETARY OF STATE
04-29-2002 14:58:14
ABOVE SPACE FOR OFFICIAL USE ONLY

The undersigned, a natural person eighteen years of age or older, intending to organize a limited liability company pursuant to § 7-80-203, Colorado Revised Statutes (C.R.S.), delivers these Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

1. The name of the limited liability company is: SSC 02, LLC

The name of a limited liability company must contain the term "limited liability company", "Ltd. liability company", "limited liability co.", or "Ltd. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)(c), C.R.S.

2. If known, The principal place of business of the limited liability company is: 8301 E. Prentice Avenue, Suite 210, Englewood, CO 80111

3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name GDA Real Estate Management, Inc.; Business Address (must be a street or other physical address in Colorado) 8301 E. Prentice Avenue, Suite 210 Englewood, CO 80111 If mail is undeliverable to this address, ALSO include a post office box address: _____

4. a. If the management of the limited liability company is vested in managers, mark the box "The management of the limited liability company is vested in managers rather than members."

The name(s) and business address(es) of the initial manager(s) is(are):
Name(s) Gary J. Dragul Business Address(es) 8301 E. Prentice Ave., Suite 210, Englewood, CO 80111

or

b. If management of the limited liability company is not vested in managers rather than members, The name(s) and business address(es) of the initial member(s) is(are):
Name(s) _____ Business Address(es) _____

5. The address to which the Secretary of State may send a copy of this document upon completion of filing (or to which the Secretary of State may return this document if filing is refused) is: _____
Karen Rae Smith, 410 17th Street, Suite 2200, Denver, CO 80202

Organizer: [Signature] Signer's Name-printed Robert Kaufmann
(individual's signature)

COMPUTER UPDATE COMPLETE

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail _____ Web site _____

The Colorado Secretary of State may contact the following authorized person regarding this document:
name Karen Rae Smith address 410 17th Street, #2200, Denver, CO 80202
voice 303-223-1390 fax 303-223-0390 e-mail ksmith@bhfs.com

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM
FILING ID: ED2B15A52ED79
CASE NUMBER: 2018CV33011

EXHIBIT C

SSC 02, LLC

REFERENCES NUMBERS 1-12

RESPONSE ON SSC 02, LLC BANK STATEMENTS

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019**

**EXHIBIT C
REFERENCE NUMBERS 1-12**

1. Rental income for 2432 South Newport Street, Denver, CO 80224 house.
2. Rental income for 2624 South Oneida Street, Denver, CO 80222 house.
3. Capital contributions to SSC 02, LLC from Gary Dragul's personal bank account.

April 2018 Bank Statement for SSC 02, LLC

Date	Deposit
04/05/18	50,000.00
04/06/18	50,000.00
04/10/18	1,400.00
04/11/18	4,500.00
04/18/18	3,000.00
04/24/18	1,500.00
Total	110,400.00 (A)

June 2018 Bank Statement for SSC 02, LLC

Date	Deposit
06/01/18	1,500.00
06/11/18	1,000.00
06/12/18	1,600.00
Total	4,100.00 (C)

4. Capital distributions from SSC 02, LLC to Gary Dragul's personal bank account.

April 2018 Bank Statement for SSC 02, LLC

Date	Withdrawals
04/04/18	(3,400.00)
04/17/18	(2,600.00)
Total	(6,000.00) (B)

June 2018 Bank Statement for SSC 02, LLC

Date	Withdrawals
06/04/18	(2,500.00)
Total	(2,500.00) (D)

Net Capital Contributions		
April 2018	\$104,400.00	(A-B)
June 2018	\$1,600.00	(C-D)
Total	\$106,000.00	

**DRAGUL RESPONSE TO EXHIBIT C – PAGES 1-16 TO JOINT MOTION FOR TURNOVER AND
ACCOUNTING CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019**

REFERENCE NUMBERS 1-12

5. This is repayment of an SSC 02, LLC loan to Leftin Investments Company. See Reference #3 for the funding of the repayment. Need the GDA Server to provide actual loan documents with Leftin Investments Company.
6. Institutional lender monthly mortgage payment for 2432 South Newport Street, Denver, CO 80224 house.
7. Institutional lender monthly mortgage payment for 3416 South Cherry Street, Denver, CO 80222 house.
8. Unable to identify this deposit without GDA Server and seized documents.
9. Institutional lender monthly mortgage payment for 2624 South Oneida Street, Denver, CO 80224 house.
10. Payment to Matt's Handyman Service for repairs to the 2624 South Oneida Street, Denver, CO 80224 house.
11. Payment to Beacon Restoration, LLC for roof repairs for 3416 South Cherry Street, Denver, CO 80222 house.
12. Commission payment to Joy Allison for a new tenant at 2624 South Oneida Street, Denver, CO 80224 house.

REFERENCE NUMBERS 1-12



1550 17th Street Suite 100
 Denver CO 80202

REC'D JUL 17 2018



Date: 06/18/2019 5:04 PM
 Primary Account ID: 6AD43F81
 Enclosure Number: 2018CV33011-6

239533

SSC 02 LLC
 5690 DTC BLVD STE 515
 GREENWOOD VLG CO 80111-3232

CHECKING/MONEY MARKET ACCOUNTS

BUSINESS BASIC CHECKING

Account Number [REDACTED]
 Previous Balance 53.67
 6 Deposits/Credits 7,089.93
 15 checks/debits 7,145.60
 service charge .00
 Interest Paid .00
 Ending Balance .00

Number of Enclosures 6
 statement dates 6/01/18 thru 7/01/18
 Days in the statement period 31
 Average Ledger 83.29
 Average Collected 83.29

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$192.00	\$1,544.00
Total Returned Item Fees	\$0.00	\$32.00

* 0 5 2 4 0 0 1 5 6 7 0 3 0 5 0 9 0 *

Deposits/Credits

Date	Description	Amount
6/01	Trsf from GARY DRAGUL MM ACC Confirmation number 601180036	1,500.00
6/01	Remote Merchant Deposit	2,100.00 CR
6/04	PAYROLL CLIENT DISTRIBUT PPD	589.93
6/06	Trsf from GARY DRAGUL MM ACC Confirmation number 606180047	300.00
6/11	Trsf from GARY DRAGUL MM ACC Confirmation number 611180048	1,000.00
6/12	Trsf from GARY DRAGUL MM ACC Confirmation number 612180039	1,600.00

Reference #

3

1

3

3

RECONCILEMENT OF ACCOUNT

OUTSTANDING DEBITS, NOT ON THIS STATEMENT			RECONCILEMENT OF YOUR CHECKBOOK TO THE BANK STATEMENT	
Check Number/Charge Location	Dollar Amount			
	\$		Enter your Ending Balance from this Statement ----->	\$
			+ Add Deposit NOT included in this Statement	\$
			+ Add Deposit NOT included in this Statement	\$
			+ Add Deposit NOT included in this Statement	\$
			SUBTOTAL	\$
			- Less TOTAL (A) Outstanding Checks/Charges	\$
			- Less any other Charges, NOT on this Statement	\$
			- Less any other Charges, NOT on this Statement	\$
			= EQUALS Revised Bank Balance * (B)	\$
			Enter your Checkbook Balance Here ----->	\$
			- Less Bank Service Charges on this Statement	\$
			+ Add Interest Paid on this Statement	\$
			= EQUALS Revised Checkbook Balance* (C)	\$
TOTAL (A)	\$			

* Total (B) and Total (C) SHOULD AGREE

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Direct inquiries to us at our address or telephone number listed below, if you think that your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

13013 West Alameda Parkway
Lakewood, CO 80228
Or call us directly at (303) 989-1313

We must hear from you no later than 60 days after we sent you your FIRST statement on which the error or problem appeared. Please provide the following information:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspect error.

Verbal Notification, we may require that you send us your complaint in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we make take up to 30 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The information below is applicable to those Accounts which may be subject to a Finance Charge.

What to Do If You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

13013 West Alameda Parkway
Lakewood, CO 80228
Or call us directly at (303) 989-1313

In your letter, give us the following information:

- * Account information: Your name and account number.
- * Dollar amount: The dollar amount of the suspected error.
- * Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential error in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- * We cannot try to collect the amount in question, or report you delinquent on that amount.
- * The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- * While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- * We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchase

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed above. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you don't pay, we may report you as delinquent.

Payment Information - Please mail or deliver your payment to the financial institution at the address listed above. Payments received on weekends and holidays will be credited the next business day. Payments received after your due date will appear on your next statement. If the financial institution has been authorized to deduct the minimum payment from your Account, it will be deducted and credited to your Account as of the date shown on the reverse side hereof. To avoid additional FINANCE CHARGES pay your balance in full. Please call the financial institution for the exact balance as the balance changes daily.

FINANCE CHARGE - The FINANCE CHARGE on your account is calculated by applying the different PERIODIC RATES to the appropriate range of the outstanding daily balance of your account. The outstanding daily balance is calculated by using the beginning balance of your account each day, adding any new advances or debts, and subtracting any payments or credits. The FINANCE CHARGE may be determined as follows:

1. Using the rate ranges, separate the outstanding daily balance into appropriate range amounts.
2. Multiply each outstanding daily balance by the applicable periodic rate.
3. Multiply each of these results by the number of days the applicable rate was in effect.
4. Add the results of step 3) together.

USE OF THE AVERAGE DAILY BALANCE - If the daily balances are not shown on your statement, the average daily balance may be used. The average daily balance is or can be calculated by the number of days in a billing cycle and the periodic rate applied to the product is determine the amount of the finance charge. To calculate the average daily balance, all of the daily balances for the billing cycle are added up and the total is divided by the number of days in the billing cycle. The FINANCE CHARGE is or may be determined as follows:

1. Multiply each of the average balances by the number of days in the billing cycle for if the daily rate varied during the cycle, by multiplying by the number of days the applicable rate was in effect.
2. Multiplying each of the results by the applicable daily periodic rate, and adding these products together.

Date 6/29/18 Page 2
 Primary Account [REDACTED]
 Enclosures 6

SSC 02 LLC
 5690 DTC BLVD STE 515
 GREENWOOD VLG CO 80111-3232

BUSINESS BASIC CHECKING [REDACTED] (Continued)

Checks and Withdrawals

Reference #

Date	Description	Amount	Reference #
5/31	LN PMT CHASEHDMEFINANCE PPD	1,443.18-	9
5/31	Paid Item Charge	32.00-	
6/04	Transf to GARY DRAGUL MM ACC Confirmation number 604180131	2,500.00-	4
6/05	Paid Item Charge	32.00-	
6/05	Paid Item Charge	32.00-	
6/08	Paid Item Charge	32.00-	
6/08	Paid Item Charge	32.00-	
6/11	Mr Cooper Nationstar dba PPD	1,758.03-	6
6/11	Paid Item Charge	32.00-	
6/13	Transf to GARY DRAGUL MM ACC Confirmation number 613180073	5.80-	

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
6/08	7122	105.00	6/05	7124	174.68	6/05	7127*	190.00
6/08	7123	661.56	6/05	7125	113.35			

* Denotes missing check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/01	2,178.49	6/06	26.39	6/12	5.80
6/04	268.42	6/08	804.17-	6/13	.00
6/05	273.61-	6/11	1,594.20-		

Remote Deposit **Credit**

GDA Real Estate Services LLC
5300 O'Connell Street
Greenwood Village, CO 80111
303-221-5500

Date: 6/1/2018
Items: 1
Amount: \$2,100.00
Batch ID: 4 19829865
Account ID: 275617 394568
Acct Num: [REDACTED]

Date 6/1/2018 Amount \$2,100.00

7127

FOR DEPOSIT ONLY
FEDERAL RESERVE NOTE
SERIALS AND CHECKS
UNDEPOSITED CHECKS
DATE 6/5/2018

FOR PAY TO THE ORDER OF
PAY TO THE ORDER OF
\$ 190.00

Pay to the order of
Richard Neer
4255 E. Maple Avenue #601
Denver, CO 80222

Signature: *Richard Neer*

MEMO Description for ACH Debit (checkdate)
1007127 107006428 [REDACTED]

Check 7127 Date 6/5/2018 Amount \$190.00

7122

FOR DEPOSIT ONLY
FEDERAL RESERVE NOTE
SERIALS AND CHECKS
UNDEPOSITED CHECKS
DATE 6/8/2018

FOR PAY TO THE ORDER OF
PAY TO THE ORDER OF
\$ 105.00

Pay to the order of
Mail Handyman Service
Mail Handyman
3530 S. Kingston Way
Englewood, CO 80111

Signature: *Richard Neer*

MEMO Description for ACH Debit (checkdate)
1007122 107006428 [REDACTED]

Check 7122 Date 6/8/2018 Amount \$105.00

7123

FOR DEPOSIT ONLY
FEDERAL RESERVE NOTE
SERIALS AND CHECKS
UNDEPOSITED CHECKS
DATE 6/8/2018

FOR PAY TO THE ORDER OF
PAY TO THE ORDER OF
\$ 661.56

Pay to the order of
MAY'S Handyman Service
MAY'S Handyman
689 S. Kingston Way
Englewood, CO 80111

Signature: *Richard Neer*

MEMO Description for ACH Debit (checkdate)
1007123 107006428 [REDACTED]

Check 7123 Date 6/8/2018 Amount \$661.56

7124

FOR DEPOSIT ONLY
FEDERAL RESERVE NOTE
SERIALS AND CHECKS
UNDEPOSITED CHECKS
DATE 6/5/2018

FOR PAY TO THE ORDER OF
PAY TO THE ORDER OF
\$ 174.68

Pay to the order of
Xcel Energy
Xcel Energy
PO Box 6177
Minneapolis, MN 55416-9477

Signature: *Richard Neer*

MEMO Description for ACH Debit (checkdate)
1007124 107006428 [REDACTED]

Check 7124 Date 6/5/2018 Amount \$174.68

7125

FOR DEPOSIT ONLY
FEDERAL RESERVE NOTE
SERIALS AND CHECKS
UNDEPOSITED CHECKS
DATE 6/5/2018

FOR PAY TO THE ORDER OF
PAY TO THE ORDER OF
\$ 113.35

Pay to the order of
Xcel Energy
Xcel Energy
PO Box 6177
Minneapolis, MN 55416-9477

Signature: *Richard Neer*

MEMO Description for ACH Debit (checkdate)
1007125 107006428 [REDACTED]

Check 7125 Date 6/5/2018 Amount \$113.35

RECONCILEMENT OF ACCOUNT

OUTSTANDING DEBITS, NOT ON THIS STATEMENT			RECONCILEMENT OF YOUR CHECKBOOK TO THE BANK STATEMENT	
Check Number/Charge Location	Dollar Amount			
	\$		Enter your Ending Balance from this Statement----->	\$
			+ Add Deposit NOT included in this Statement	\$
			+ Add Deposit NOT included in this Statement	\$
			+ Add Deposit NOT included in this Statement	\$
			SUBTOTAL	\$
			- Less TOTAL (A) Outstanding Checks/Charges	\$
			- Less any other Charges, NOT on this Statement	\$
			- Less any other Charges, NOT on this Statement	\$
			= EQUALS Revised Bank Balance * (B)	\$
			Enter your Checkbook Balance Here----->	\$
			- Less Bank Service Charges on this Statement	\$
			+ Add Interest Paid on this Statement	\$
			= EQUALS Revised Checkbook Balance* (C)	\$
TOTAL (A)	\$			

* Total (B) and Total (C) SHOULD AGREE

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Direct inquiries to us at our address or telephone number listed below, if you think that your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

13013 West Alameda Parkway
Lakewood, CO 80228
Or call us directly at (303) 989-1313

We must hear from you no later than 60 days after we sent you your FIRST statement on which the error or problem appeared. Please provide the following information:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

Verbal notification, we may require that you send us your complaint in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we make take up to 70 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The information below is applicable to those Accounts which may be subject to a Finance Charge.

What to Do If You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

13013 West Alameda Parkway
Lakewood, CO 80228
Or call us directly at (303) 989-1313

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- When you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You Are Dissatisfied With Your Credit Card Purchase

If you're dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that account your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed above. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you don't pay, we may report you as delinquent.

Payment Information - Please mail or deliver your payment to the financial institution at the address listed above. Payments received on weekends and holidays will be credited the next business day. Payments received after your closing date will appear on your next statement. If the financial institution has been authorized to deduct the minimum payment from your Account, it will be deducted and credited to your Account as of the date shown on the reverse side of card. To avoid additional FINANCE CHARGES pay your balance in full. Please call the financial institution for the exact balance as the balance changes daily.

FINANCE CHARGE - The FINANCE CHARGE on your account is calculated by applying the different PERIODIC RATES to the appropriate range of the outstanding daily balance of your account. The outstanding daily balance is calculated by using the beginning balance of your account each day, adding any new advances or debits, and subtracting any payments or credits. The FINANCE CHARGE may be determined as follows:

- Using the rate ranges, separate the outstanding daily balance into appropriate range amounts.
- Multiply each outstanding daily balance by the applicable periodic rate.
- Multiply each of these results by the number of days the applicable rate was in effect.
- Add the results of step 3 together.

USE OF THE AVERAGE DAILY BALANCE - If the daily balances are not shown on your statement, the average daily balance may be used. The average daily balance is or can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge. To calculate the average daily balance, all of the daily balances for the billing cycle are added up and the total is divided by the number of days in the billing cycle. The FINANCE CHARGE is or may be determined as follows:

- Multiply each of the average balances by the number of days in the billing cycle (or if the daily rate varied during the cycle, by multiplying by the number of days the applicable rate was in effect).
- Multiplying each of the results by the applicable daily periodic rate, and adding these products together.



Date 4/30/18 Page 2
 Primary Account [REDACTED]
 Enclosures 2

SSC 02 LLC
 5690 DTC BLVD STE 515
 GREENWOOD VLG CO 80111-3232

BUSINESS BASIC CHECKING

[REDACTED] (Continued)

Reference #

Deposits/Credits

Date	Description	Amount	Reference #
4/10	Confirmation number 409180036 Trsf from GARY DRAGUL MM ACC	1,400.00	3
4/11	Confirmation number 410180037 Trsf from GARY DRAGUL MM ACC	4,500.00	3
4/16	Confirmation number 411180025 Remote Merchant Deposit	4,700.04 CR	8
4/18	Confirmation number 418180039 Trsf from GARY DRAGUL MM ACC	3,000.00	3
4/19	Confirmation number 424180054 Remote Merchant Deposit	181.19 CR	3
4/24	Confirmation number 425180046 Trsf from GARY DRAGUL MM ACC	1,500.00	
4/25	Confirmation number 427180061 Trsf from GARY DRAGUL MM ACC	200.00	
4/27	Confirmation number 427180061 Trsf from GARY DRAGUL MM ACC	100.00	

Checks and Withdrawals

Date	Description	Amount	Reference #
4/02	SAM DRAGUL SSC 02, LLC PPD	999.00-	
4/04	Transf to GARY DRAGUL MM ACC Confirmation number 404180044	3,200.00-	4
4/05	Domestic Wire Transfer Debit Leftin Investment Company 102007011 2019959 101 south Clermont Denver, co 80246 FST WESTERN TRUST DENVER, CO 20180405MMQFMPB0000034 20180405MMQFMPI000047 04051700FT01	50,000.00-	5
4/05	Wire Transfer Fee	15.00-	
4/06	Domestic Wire Transfer Debit Leftin Investment Company	50,000.00-	5

* 0 0 5 0 1 7 0 0 5 9 1 0 0 1 2 1 5 0 K

SSC 02 LLC
 5690 DTC BLVD STE 515
 GREENWOOD VLG CO 80111-3232

BUSINESS BASIC CHECKING [REDACTED] (Continued)

Checks and Withdrawals

Date	Description	Amount	Reference #
	102007011 2019959 101 south Clermont denver, CO 80246 FST WESTERN TRUST DENVER, CO 20180406MMQFMPBO000080 20180406MMQFMPAI000064 04061643FT01		
4/06	Wire Transfer Fee	15.00-	
4/06	Paid Item Charge	32.00-	
4/09	Paid Item Charge	32.00-	
4/10	Mr Cooper Nationstar dba PPD	1,759.31-	6
4/10	Paid Item Charge	32.00-	
4/10	Paid Item Charge	32.00-	
4/10	Paid Item Charge	32.00-	
4/10	Paid Item Charge	32.00-	7
4/16	MTG PAYMT MORTGAGE SERV CT PPD	1,949.80-	
4/17	Transf to GARY DRAGUL MM ACC Confirmation number 417180057	2,600.00-	4
4/17	Paid Item Charge	32.00-	
4/17	Paid Item Charge	32.00-	
4/23	Paid Item Charge	32.00-	
4/24	Paid Item Charge	32.00-	
4/30	Service Charge	10.00-SC	

Reference #		CHECKS IN NUMBER ORDER				Reference #		
Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
4/06	7089	833.33	4/16	7103	108.61	4/23	7109	1,700.00
4/09	7099* 9	1,380.80	4/16	7105*	160.00	4/17	7110	2,550.00
4/02	7100	190.00	4/10	7106	229.78	4/23	7111	59.08
4/10	7101 10	2,070.00	4/17	7107	72.47	4/24	7113*	74.78
4/10	7102	270.00	4/18	7108	150.00	4/24	7114	114.10

* Denotes missing check numbers



Date 4/30/18 Page 4
 Primary Account [REDACTED]
 Enclosures 21

SSC 02 LLC
 5690 DTC BLVD STE 515
 GREENWOOD VLG CO 80111-3232

BUSINESS BASIC CHECKING [REDACTED] (Continued)

--- CHECKS IN NUMBER ORDER ---
 Date Check No Amount
 4/26 7116* 75.43
 * Denotes missing check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
4/02	1,497.56	4/10	4,341.66-	4/23	1,406.39-
4/03	2,087.49	4/11	158.34	4/24	127.27-
4/04	723.56	4/16	2,639.97	4/25	72.73
4/05	708.56	4/17	2,646.50-	4/26	2.70-
4/06	171.77-	4/18	203.50	4/27	97.30
4/09	1,284.57-	4/19	384.69	4/30	87.30



SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/16/2018 7103

Pay to the order of: Woodell Crest Storage Center Assn
\$108.61

One Hundred Eight and 61/100

Woodell Crest Storage Center Assn
c/o SSC 02, LLC
P.O. Box 2328
Cortez, CO 81316-2328

4/16/2018 Touch Up Cleaning
\$107103* 4107006428*

Check 7103 Date 4/16/2018 Amount \$108.61

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/23/2018 7109

Pay to the order of: Dalton Richardson LLC
\$1,700.00

One Thousand Seven Hundred and 00/100

Dalton Richardson, LLC
3800 Grand
Lafayette, CO 80901

4/23/2018 Touch Up Cleaning
\$107109* 4107006428*

Check 7109 Date 4/23/2018 Amount \$1,700.00

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/16/2018 7105

Pay to the order of: Stream King Inc.
\$160.00

One Hundred Sixty and 00/100

Stream King Inc.
P.O. Box 629292
Aurora, CO 80016

4/16/2018 Touch Up Cleaning
\$107105* 4107006428*

Check 7105 Date 4/16/2018 Amount \$160.00

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/17/2018 7110

Pay to the order of: Joy Allison
\$2,550.00

Two Thousand Five Hundred and 00/100

Joy Allison
1812 North Graham Road
Cortez, CO 81302

4/17/2018 Touch Up Cleaning
\$107110* 4107006428*

Check 7110 Date 4/17/2018 Amount \$2,550.00

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/10/2018 7106

Pay to the order of: Denver Water
\$229.78

Two Hundred Twenty Nine and 78/100

Denver Water
PO Box 17343
Denver, CO 80217-3443

4/10/2018 Touch Up Cleaning
\$107106* 4107006428*

Check 7106 Date 4/10/2018 Amount \$229.78

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/23/2018 7111

Pay to the order of: Manager of Finance
\$59.08

Fifty Nine and 08/100

City of Aurora
PO Box 1178
Denver, CO 80202

4/23/2018 Touch Up Cleaning
\$107111* 4107006428*

Check 7111 Date 4/23/2018 Amount \$59.08

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/17/2018 7107

Pay to the order of: Xcel Energy
\$72.47

Seventy Two and 47/100

Xcel Energy
PO Box 8177
Microspoke, IA 51354-9177

4/17/2018 Touch Up Cleaning
\$107107* 4107006428*

Check 7107 Date 4/17/2018 Amount \$72.47

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/24/2018 7113

Pay to the order of: Xcel Energy
\$74.78

Seventy Four and 78/100

Xcel Energy
PO Box 8177
Microspoke, IA 51354-9177

4/24/2018 Touch Up Cleaning
\$107113* 4107006428*

Check 7113 Date 4/24/2018 Amount \$74.78

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/18/2018 7108

Pay to the order of: L & O Cleaning, LLC
\$150.00

One Hundred Fifty and 00/100

L & O Cleaning, LLC
1201 E. Oxford Place
Aurora, CO 80014

4/18/2018 Touch Up Cleaning
\$107108* 4107006428*

Check 7108 Date 4/18/2018 Amount \$150.00

SSC 02, LLC
18410 ROAD HONEY
LAWRENCE, CO 62502
4/24/2018 7114

Pay to the order of: Denver Water
\$114.10

One Hundred Fourteen and 10/100

Denver Water
PO Box 17343
Denver, CO 80217-3443

4/24/2018 Touch Up Cleaning
\$107114* 4107006428*

Check 7114 Date 4/24/2018 Amount \$114.10

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING

CASE #2018 CV 33011

DATE FILED: JUNE 4, 2019

DATE FILED: June 20, 2019 4:44 PM

FILING ID: ED2B15A52ED79

CASE NUMBER: 2018CV33011

EXHIBIT D

SSC 02, LLC

INFORMATION ON

2432 SOUTH NEWPORT STREET, DENVER, CO &

2624 SOUTH ONEIDA STREET, DENVER, CO 80224

HOUSES

EXHIBIT D

Newport House - 2432 South Newport Street, Denver, CO 80224

House was purchased on December 20, 2006 for \$289,500
Lender is Mr. Cooper and the loan number is 0598241644
The mortgage balance as of Feb 20, 2019 is \$177,994.94.
The contact number is 888-480-2432.
The loan is in Gary Dragul's name.

Oneida House - 2624 South Oneida Street, Denver, CO 80224

House was purchased on April 16, 2007 for \$255,700.
Lender is Select Portfolio Servicing, Inc. and the loan number is 0025516907.
The mortgage balance as of Feb 11 ,2019 is \$168,762.80
The contact number is 800-258-8602.
The loan is in Gary Dragul's name.

First Citizen's Bank has a second on Oneida and Newport houses from a settlement agreement. The principal balance on the First Citizen's Bank loan as of February 15, 2019 is \$538,617.72.

Zillow Values on both houses are as of June 17, 2019.

Newport House Zillow Value -	\$483,647.00
First Deed of Trust - Newport	(\$177,994.94)
Oneida House Zillow Value	\$481,835.00
First Deed of Trust – Oneida	(\$168,762.80)
<u>First Citizen's 2nd on both houses</u>	<u>(\$538,617.72)</u>
Balance	\$80,106.54

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM
FILING ID: ED2B15A52ED79
CASE NUMBER: 2018CV33011

EXHIBIT E

SSC 02, LLC

EMAIL FROM HARVEY SENDER TO GARY DRAGUL

ON DECEMBER 21, 2018

From: Harvey Sender <HSender@SenderSmiley.com>
Sent: Friday, December 21, 2018 7:35 AM
To: Gary Dragul
Subject: RE: SSC

Given that the asset has been in your children's name for many years , without any transfers, I do not consider the asset, the storage unit, to be an asset of the estate. If there are other assets owned by that entity, I will have to review those particular assets as required.

Harvey

From: Gary Dragul [mailto:gary@gdare.com]
Sent: Friday, December 21, 2018 8:27 AM
To: Harvey Sender <HSender@SenderSmiley.com>
Subject: SSC

Harvey,

I have finally been able to make this loan happen with the kids asset as we had talked. The lender is asking for your an approval from you that is dated today. If you could reply to this email with your approval of a loan on the storage unit that is owned by SSC I would appreciate you it.

Thank you,

Gary

From: Harvey Sender <HSender@SenderSmiley.com>
Sent: Wednesday, December 12, 2018 7:12 AM
To: Gary Dragul <gary@gdare.com>
Subject: Re: SSC

ok. go ahead

Harvey

Sent from my T-Mobile 4G LTE Device

From: Harvey Sender <hsender@sendersmiley.com>

Sent: Tuesday, December 11, 2018 4:57 PM

To: Gary Dragul

Subject: RE: SSC

Assuming there has been no transfers of ownership since creation, it should be OK

Harvey Sender

Sender & Smiley, LLC

600 17th Street. Suite 2800 South

Denver, CO 80202

hsender@sendersmiley.com

303-454-0525

From: Gary Dragul <gary@gdare.com>

Sent: Tuesday, December 11, 2018 4:00 PM

To: Harvey Sender <HSender@SenderSmiley.com>

Subject: RE: SSC

Confirmed.

Gary J. Dragul

President

GDA Real Estate Services, LLC

8480 E. Orchard Road, Suite 3000

Greenwood Village, CO 80111

Phone: (303) 221-5500

Fax: (303) 221-5501

Cell: (303) 929-3500

From: Harvey Sender <HSender@SenderSmiley.com>

Sent: Tuesday, December 11, 2018 3:56 PM

To: Gary Dragul <gary@gdare.com>

Subject: RE: SSC

Gary

The documents are imperfect because I don't have the actual settlement sheets for the original purchase. Please confirm that both purchases were 100% financed and that the loans were then paid principally with rental income from the property

From: Gary Dragul [<mailto:gary@gdare.com>]
Sent: Tuesday, December 11, 2018 12:45 PM
To: Harvey Sender <HSender@SenderSmiley.com>
Subject: Re: SSC

Harvey,

Checking to see if this is approved.

Gary J. Dragul

President

GDA Real Estate Services, LLC

8440 E. Orchard Road

Suite 355

Greenwood Village, Colorado 80111

Phone: (303) 221-5500

Cell: (303) 929-3500

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING
CASE #2018 CV 33011
DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM
FILING ID: ED2B15A52ED79
CASE NUMBER: 2018CV33011

EXHIBIT F

SSC 02, LLC

EMAIL FROM HARVEY SENDER TO GARY DRAGUL

ON FEBRUARY 5, 2019

From: Harvey Sender <HSender@SenderSmiley.com>
Sent: Tuesday, February 5, 2019 11:09 AM
To: Tyler Dickey
Cc: Gary Dragul; Susan Markusch
Subject: RE: SSC

The information contained in my earlier email is correct

Harvey Sender
Sender & Smiley, LLC
600 17th Street. Suite 2800 South
Denver, CO 80202
hsender@sendersmiley.com
303-454-0525

From: Tyler Dickey <tyler@gdare.com>
Sent: Monday, February 04, 2019 6:15 PM
To: Harvey Sender <HSender@SenderSmiley.com>
Cc: Gary Dragul <gary@gdare.com>; Susan Markusch <susan@gdare.com>
Subject: RE: SSC

Good Evening Harvey,

As I believe Gary discussed with you earlier today, we have lined up a buyer to purchase the storage unit owned by SSC. For title insurance purposes, can you please confirm the email below stating the storage unit is not, and will not, be considered an asset of the receivership estate?

Thank you,

Tyler Dickey
GDA Real Estate Services, LLC
8480 East Orchard Road Suite 3000
Greenwood Village, CO 80111
Office: 303-221-5500
Cell: 303-358-7629

From: Harvey Sender <hsender@sendersmiley.com>
Sent: Friday, December 21, 2018 7:35 AM
To: Gary Dragul
Subject: RE: SSC

Given that the asset has been in your children's name for many years, without any transfers, I do not consider the asset, the storage unit, to be an asset of the estate. If there are other assets owned by that entity, I will have to review those particular assets as required.

Harvey