

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: Norris Ranch Joint Venture, LLC.
2. The type of entity is a:

- | | |
|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Registered limited liability limited partnership |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited partnership association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Unincorporated nonprofit association |
| <input type="checkbox"/> General partnership | <input type="checkbox"/> Government or governmental subdivision or agency |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Registered limited liability partnership | |
| <input type="checkbox"/> Business trust | |
| <input type="checkbox"/> Trust | |

3. The entity is formed under the laws of: The State of Colorado

4. The mailing address for the entity is: 455 E. Pikes Peak Avenue, Suite 101, Colorado Springs, CO 80903

5. The name and position of each person authorized to execute licenses, and/or instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Patrick Stephens, Manager

Craig Dossey, Manager

Kevin O'Neil, Manager

6. (Optional) The authority of the foregoing person(s) to bind the entity is

- not limited limited as follows: No Manager shall, without the written consent of Super Majority Interest of the Members, do any of the following:
- a. Enter into any bond, become endorser or surety for any Person, or knowingly cause or suffer to be done anything whereby the Company property may be seized, attached, or taken on execution;
 - b. Compromise any Company claim for any reason or confess judgment against the Company in excess of \$50,000.00;
 - c. Dispose of any assets of the Company, including any of the Company goodwill, except in the ordinary course of the Company's business;
 - d. Borrow any money in the name of or on behalf of the Company in excess of \$5,000,000.00;
 - e. Enter into any acquisition, debt, mortgage, encumbrance, obligation or other transaction requiring an obligation or expenditure of the Company in excess of that amount agreed to in writing from time to time by a Super Majority Interest of the Members and filed in the Company's records or, in the absence of such written agreement, in excess of \$5,000,000.00;
 - f. Alter the primary purpose of the Company;
 - g. Conduct any act in contravention of this Agreement or which would make it impossible to carry on the ordinary business of the Company;
 - h. Perform any act, which would subject any Member to personal liability beyond his/her/its Capital Contributions;
 - i. Pay any salary or any increase in salary for any Manager, Member, employee, or any person related to such persons or any compensation, bonus, or gratuity of any kind paid to the above persons;
 - j. Take any action which could result in a change in the amount or character of the Company's contributions to capital;
 - k. Cause the merger or other combination of the Company with another Entity;
 - l. 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

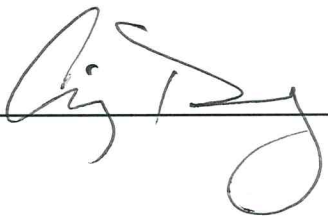
not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the consent of a Super Majority of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

- m. Enter into any transaction with a Member or its Affiliate for the purchase or sale of assets that is not at arms-length.
- n. Take any action (including, but not limited to, the filing of a U.S. Treasury Form 8832 Entity Classification Election) that would cause the Company to be characterized as an entity other than a partnership for federal income tax purposes; and
- o. Voluntarily dissolve the Company.

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 9th day of November, 2022.

By: 

STATE OF Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 9th day of November, 2022 by Craig Dassey as Manager of Morris Ranch Joint Venture, LLC

Witness my hand and official seal.

Lisa A. Smith
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20044023702
MY COMMISSION EXPIRES 03/10/2024


Notary Public
My Commission Expires: 3/10/2024