

BYLAWS
OF
“MULLAN CROSSING CONDOMINIUM ASSOCIATION, INC.”

A Montana Non-Profit Corporation

ARTICLE I

NAME, LOCATION, APPLICABILITY

SECTION 1. Name. The name of the corporation is “Mullan Crossing Condominium Association, Inc.” (“Mullan Crossing”). “Mullan Crossing” has been formed pursuant to the Montana Non-profit Corporation Act (Mont. Code Ann. §§ 35-2-113–35-2-1402) as a non-profit mutual benefit corporation.

SECTION 2. Offices.

- A. **Principal Offices.** The principal office of “Mullan Crossing” will be located at 1515 South Reserve Street, Suite 200, Missoula, Montana, 59801. “Mullan Crossing” most current Annual Report, filed with the Montana Secretary of State, shall identify the location of the principal office. Any change in the location of the principal office shall be adopted by a resolution of the Board, noted in the meeting minutes, and a statement of change shall be filed with the Montana Secretary of State as required by the Montana Nonprofit Corporation Act. The mailing address for “Mullan Crossing” is 1515 South Reserve Street, Suite 200, Missoula, Montana, 59801.
- B. **Registered Office.** The registered office of the corporation may be, but need not be, identical with the principal office in the State of Montana and the address of the registered office may be changed from time to time by the Board of Directors.

SECTION 3. Application. These Bylaws are applicable to the commercial condominium project known as “Mullan Crossing”, located in Missoula County, Montana. These Bylaws are also applicable to all Members of “Mullan Crossing,” and all Members, tenants, employees, and other persons who use the facilities of the Project in any manner.

ARTICLE II

OWNERS

SECTION 1. Membership. Every person or entity who owns an interest in the real estate described in the Articles of Incorporation shall be a member (“Owner”) of “Mullan Crossing”. Ownership of interest in the real estate shall be the sole qualification for membership in

“Mullan Crossing.” Each Owner shall have the rights, duties and obligations set forth in the Declaration of Unit Ownership, the Declaration of Restrictions, the Articles of Incorporation, these Bylaws, and any rules adopted by the Board of Directors in accordance with the Restrictions and the Bylaws. Each Owner shall be entitled to one vote on any business which shall lawfully come before the Owners. Such Owners shall also be eligible to hold office in “Mullan Crossing” and shall be eligible for such benefits as the Board of Directors from time to time shall determine.

SECTION 2. Annual Meeting. The annual meeting of the Owners shall be held on the 1st day of February in each year for the transaction of such business as may come before the meeting. The business of such meeting will be the election of certain Board directors and officers pursuant to Article III, Section 3 and Article IV, Section 1, together with any such other business as shall lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Montana, such meeting shall be held on the next succeeding business day.

SECTION 3. Special Meetings. Special meetings of the Owners for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, the Board of Directors, or not less than one half of all the Owners of “Mullan Crossing” entitled to vote at the meeting.

SECTION 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Montana, as a place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of “Mullan Crossing” in the State of Montana, but any meeting may be adjourned to reconvene at any place designated by vote of a majority of the Owners represented thereat.

SECTION 5. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) days nor more than fifty (50) days before the day of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the persons calling the meeting, to each Owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Owner at his address as it appears on the records of “Mullan Crossing,” with postage thereon prepaid.

SECTION 6. Quorum. A majority of Ownership votes (one vote per Unit) entitled to be cast must be represented at a meeting of the Owners to constitute a quorum on that matter.

SECTION 7. Manner of Acting. At any meeting at which a quorum is present, the vote of a majority of the Owners represented in person shall decide any question brought before such meeting unless the question is one upon which, by expressed provisions of law or the Articles of Incorporation or these Bylaws a different vote is required, in which case such expressed provisions shall govern and control the decision of such question.

SECTION 8. Proxies. At all meetings of Owners, an Owner entitled to vote may vote by proxy appointed in writing by the Owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of "Mullan Crossing" before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Informal Action by Owners. Any action required by the Articles of Incorporation or Bylaws of "Mullan Crossing", or any provision of law, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

SECTION 10. Fees. Monthly Association fees, if any, shall be paid by each Owner in an amount to be determined by the Board of Directors, and as further set forth in the Declaration of Unit Ownership for "Mullan Crossing".

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. Annual Meeting. The annual meeting of the Board of Directors shall be held on the 1st day of February in each year, following the annual Owners' meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Montana, such meeting shall be held on the next succeeding business day.

SECTION 2. General Powers. The affairs of "Mullan Crossing" shall be managed by its Board of Directors, except as otherwise provided by law or by the Articles of Incorporation. Where inconsistent, the Articles of Incorporation shall control.

SECTION 3. Number, Tenure and Qualifications. The initial number of directors for "Mullan Crossing" shall be three (3). Each director shall hold office until the next annual meeting of the Owners, and until his successors shall have been duly elected and qualified.

SECTION 4. Regular Meetings. A regular meeting of the Board of Directors shall be held at a place designated by the Board of Directors, either within or without the State of Montana, at the time and date above specified. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Montana, for the holding of additional regular meetings without notice other than such resolution.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The President may fix any place, either within or without the State of Montana, as a place for holding any special meeting of the Board of Directors called by him. Any such meeting otherwise called shall be held at the principal office of "Mullan Crossing" unless all directors consent that it be held at some other

place.

SECTION 6. Notice of Special Meeting. Written notice stating the place, day, and hour of a special meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) days no more than fifty (50) days before the date of meeting, either personally or by mail, by or at the discretion of the President, or the Secretary, or the persons calling the meeting, to each director entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Owner at his address as it appears on the records of "Mullan Crossing", with postage thereon prepaid. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. Conduct of Meetings. The President shall call all meetings of the Board of Directors to order and shall act as Chairman of the meeting. The Secretary of "Mullan Crossing" shall act as the Secretary of all meetings with the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any Assistant Secretary or any director or other person present to act as Secretary of the meeting.

SECTION 8. Quorum. A majority of the number of directors fixed by Section 3 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting without further notice. 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 notified.

SECTION 9. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Montana Non-Profit Corporation Act, the Articles of Incorporation, or Bylaws of "Mullan Crossing."

SECTION 10. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled until the next succeeding annual election by the affirmative vote of the majority of the directors then in office although less than a quorum.

SECTION 11. Compensation and Reimbursements. Directors may, upon approval of the majority of the Board, be paid the necessary expenses, if any, of attendance at each meeting of the Board or any committee thereof. Directors shall not be entitled to any compensation for their services.

SECTION 12. Presumption of Assent. A director of "Mullan Crossing" who is present at a meeting of the Board of Directors, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action

with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Secretary of "Mullan Crossing" immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. Committees. The Board of Directors may, by resolution, create any committee so long as no committee of directors shall be empowered to act in lieu of the entire Board of Directors with respect to the election of officers or the filling of vacancies in the Board of Directors.

SECTION 14. Removal. A director may be removed from office by the affirmative vote of a majority of the Owners entitled to vote, for any reason deemed sufficient by such majority.

SECTION 15. Informal Action by Directors. Any action required by the Articles of Incorporation or Bylaws of "Mullan Crossing", or any provision of law, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all directors entitled to vote with respect to the subject matter thereof such consent showing the same force and effect as a unanimous vote.

ARTICLE IV

OFFICERS

SECTION 1. Number. The principal officers of "Mullan Crossing" shall be the President and Secretary/Treasurer. All officers shall be elected at the annual meeting of Owners by a majority of the Owners entitled to vote. In the event that there shall be a vacancy in an office, such vacancy may be filled by a person who receives a majority vote of the Board of Directors. Unless defined herein, the duty of such officers shall be as from time to time defined by the Board of Directors.

SECTION 2. Election and Term of Office.

- A. Initially there shall be two (2) officers for "Mullan Crossing". The term for officers in the two offices will expire at the first annual Owners' meeting after their election. At each annual Owner's meeting thereafter, officers shall be chosen for a term of two years, to succeed those whose term expires.
- B. If the election of officers shall not be held at the annual meeting, such election shall be held as soon thereafter by mail vote as conveniently may be. Each officer shall hold office until his successors shall be duly elected or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.
- C. Officers are eligible for re-election.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors or the Owners may be removed by the Board of Directors or the Owners respectively whenever, in their judgment, the best interests of “Mullan Crossing” will be served. Election or appointment shall not of itself create contract rights.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of “Mullan Crossing” and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of “Mullan Crossing”. He or she shall, when present, preside at all meetings of the Owners and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of “Mullan Crossing” thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of “Mullan Crossing”, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President, and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Secretary/Treasurer. The Secretary/Treasurer shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of “Mullan Crossing” and see that the seal of “Mullan Crossing” is affixed to all documents, the execution of which on behalf of “Mullan Crossing” under its seal is duly authorized; (d) perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors; (e) have charge and custody of and be responsible for all funds and securities of “Mullan Crossing”; (f) receive and give receipts for monies due and payable to “Mullan Crossing” from any source whatsoever, and deposit all monies in the name of “Mullan Crossing” in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (g) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

ARTICLE V

INDEMNIFICATION

“Mullan Crossing” shall indemnify any director or officer, or former director or officer of “Mullan Crossing”, against expenses actually or necessarily incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened by reason of being or having been or because of

any act as such director or officer, within the course of his duties or employment, except in relation to matters as to which he shall be adjudged in such actions, suit or proceeding to be liable for negligence or misconduct in the performance of duty. "Mullan Crossing" shall also be reimbursed to any director or officers the reasonable cost or settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee composed of the directors not involved in the matter in controversy (whether or not a quorum) that it was to the interest of "Mullan Crossing" that such settlement be made and that the director or officer was not guilty of negligence or misconduct. The right of indemnification herein provided shall extend to the estate, executor, administrator, guardian and conservator of any deceased former director or officer or person who himself would have been entitled to indemnification. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any statute, agreement, or otherwise. "Mullan Crossing" shall have the power to purchase insurance to pay for its obligations set forth herein.

ARTICLE VI

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument or deed in the name of and on behalf of "Mullan Crossing", and such authority may be general or confined to specific instances.

SECTION 2. Loans. No funded indebtedness shall be contracted on behalf of "Mullan Crossing" and no evidence of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of "Mullan Crossing" shall be signed by such officer(s) or agent(s) of "Mullan Crossing" and in such manner, including facsimile signature, as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of "Mullan Crossing", not otherwise employed, shall be deposited from time to time to the credit of "Mullan Crossing" in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII

PROHIBITED TRANSACTIONS

Neither "Mullan Crossing", nor its officers or directors, shall not, have any power to cause "Mullan Crossing" to lend any part of its income, without the receipt of adequate security and a reasonable rate of interest: (1) to pay any compensation, in excess of a reasonable allowance for

salaries or other compensation for personal services actually rendered; (2) to make any part of its services available on a preferential basis; (3) to make any substantial purchase of securities or other property, for more than adequate consideration in money or money's worth; (4) to sell any substantial part of its securities or other property, for less than an adequate consideration in money or money's worth; or (5) to engage in any other transaction which results in a substantial diversion of its income to any person who has made a substantial contribution to "Mullan Crossing", a brother, sister, spouse, ancestor or lineal descendant of such a person, or a "Mullan Crossing" directly or indirectly controlled by such a person. Any transaction which violates the foregoing prohibitions shall be absolutely void as to "Mullan Crossing" and the officers or directors who authorized or effected the same shall be jointly and severally liable in their individual capacities to revoke or rescind the transaction and to restore "Mullan Crossing" and its income to the condition prevailing before the transaction was attempted.

ARTICLE VIII

MAINTENANCE AND ASSESSMENTS

Maintenance and assessments shall be conducted as deemed necessary and appropriate by "Mullan Crossing."

ARTICLE IX

FISCAL YEAR

The fiscal year of "Mullan Crossing" shall begin on January 1st of each year.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Montana Corporate Law or under the provisions of the Articles of Incorporation or Bylaws of "Mullan Crossing", a waiver thereof in writing, signed at any time, whether before or after the meeting or corporate act, by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS

The Articles of Incorporation and Bylaws of this "Mullan Crossing" may only be amended by an affirmative vote of 100% of the Owners at any meeting. No amendment shall substantially change the original purposes of "Mullan Crossing."

ARTICLE XII

LEGAL FEES

Any legal expenses incurred by “Mullan Crossing” after the date of the initial Articles of Incorporation, Bylaws and minutes of the first meeting will be paid by “Mullan Crossing’s” Ownership.

ARTICLE XIII

CONDOMINIUM PROJECT

SECTION 1. Required Contents. In order to comply with the Montana Unit Ownership Act with respect to contents of the Bylaws, the following terms and conditions are incorporated into these Bylaws by reference as though copied in full:

- A. The manner of collecting from the Owners their share of the common expenses is set forth in Article 4 of the Declaration of Restrictions and in the other terms and conditions of the Declaration of Restrictions which provide for the manner of collecting from the Owners their shares of the common expenses;
- B. Pursuant to the power vested in the Association in sections 3(e)(ii) and 4(b)(iv) of the Declaration of Restrictions to adopt reasonable Rules and Regulations governing the details of the operation and use of the Common Elements, a majority of a quorum of the Board shall have the authority to adopt and amend the Rules and Regulations which will not be effective until thirty (30) days after written notice to the Owners.
- C. The restrictions and requirements respecting the use and maintenance of the units and the use of the Common Elements as are designed to prevent unreasonable interference with the use of their respective units and of the Common Elements by the several Owners are found in Article 5, Article 6, Article 7 and in the other terms and conditions of the Declaration of Restrictions relating to such restrictions and requirements respecting such use and maintenance of the Units and the use of the Common Elements; and
- D. In accordance with section 70-23-609 of the Montana Code Annotated, in any foreclosure suit against a Condominium, the Owner shall be required to pay a reasonable rental for the Condominium, and the plaintiff in any such foreclosure shall be entitled to appointment of a receiver to collect the rent.

SECTION 2. Coordinated Interpretation. The terms of these Bylaws shall be interpreted in the manner that is consistent with the terms and provisions of the Condominium Plan and the Declaration of Restrictions.

SECTION 3. Conflict with Montana Laws. If any provision of these Bylaws conflicts with the mandatorily applicable provisions of the Montana Unit Ownership Act (Mont. Code Ann. §70-23-101, et seq.) such mandatorily applicable provisions shall supersede and apply in place of the provisions of these Bylaws so in conflict with the Montana Unit Ownership Act.

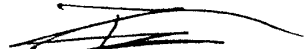
ARTICLE XIV

INVALIDITY OF PROVISIONS


If any one or more of the provisions of the within Bylaws are adjudged void by any court of competent jurisdiction, such adjudication shall not impair the effect or suspend the operation of any of the other provisions of these Bylaws.

CERTIFICATIONS

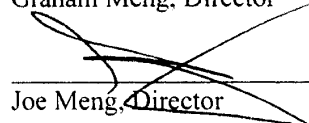
We, the undersigned, for Mullan Crossing, Inc., a Montana non-profit corporation, do hereby certify that the foregoing Bylaws were adopted in a manner prescribed by the laws of the State of Montana, on this 2nd day of September, 2021.



Brian Walker, Director



Graham Meng, Director

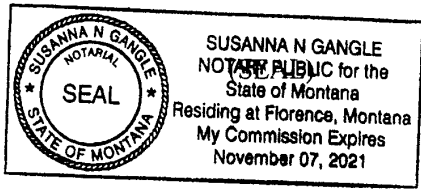


Joe Meng, Director

STATE OF MONTANA)
 : ss
County of Missoula)

On this 2nd day of September, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Brian Walker, in his capacity as a Director for Mullan Crossing, Inc., whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of "Mullan Crossing."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



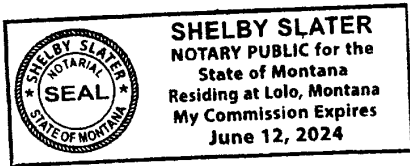
Susanna N Gangle
Printed Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

STATE OF MONTANA)
 : ss
County of Missoula)

On this 2 day of September, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Graham Meng, in his capacity as a Director for Mullan Crossing, Inc., whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of "Mullan Crossing."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)



Shelby Slater
Printed Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

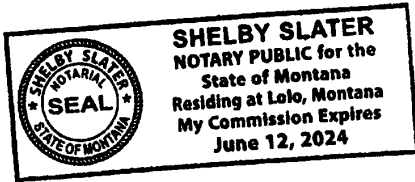
STATE OF MONTANA)
 : ss
County of Missoula)

On this 2 day of September, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Joe Meng, in his capacity as a member of Director for Mullan Crossing, Inc., whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of "Mullan Crossing."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

Shelby Slater
Printed Name _____
Notary Public for the State of Montana
Residing at _____
My Commission expires: _____



ARTICLES OF INCORPORATION
OF
“MULLAN CROSSING CONDOMINIUM ASSOCIATION, INC.”

Executed by the undersigned Incorporator for the purpose of forming a Montana nonprofit corporation under "Montana Nonprofit Corporation Act," Title 35, Chapter 2 of the Montana Code Annotated.

ARTICLE I

Name. The name of the Corporation is “MULLAN CROSSING CONDOMINIUM ASSOCIATION, INC.”, a Montana nonprofit corporation.

ARTICLE II

Designation. The corporation is a mutual benefit corporation.

ARTICLE III

Purpose. The purpose of the Association is to provide an entity pursuant to Mont. Code Ann. §70-23-101, et seq. hereinafter the Unit Ownership Act, for the operation of Condominiums.

ARTICLE IV

Members. The following shall apply to membership in the Association:

1. The members of the Association shall consist of all of the record owners of Condominium units.
2. Change of membership in the Association shall be established by the recording in the public records of Missoula County, Montana, of a deed or other instrument establishing a record title to a unit in the Condominium project and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

ARTICLE V

Registered Agent and Office. Pursuant to Mont. Code Ann. § 70-23-901 service of process should be made upon Brian Walker, member and registered agent, at 1515 South Reserve Street, Suite 200, Missoula, Montana, 59801.

ARTICLE VI

Distribution and Dissolution. The Association shall make no distributions of income to its members, directors or officers. Upon dissolution of the Association, assets shall be liquidated and/or distributed in accordance with Mont. Code Ann. § 35-2-701, et al.

ARTICLE VII

Powers. The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Unit Ownership Act except as limited by these Articles and the Declaration of Unit Ownership for "Mullan Crossing" Condominium Owner's Association, Inc. (hereinafter called the Declaration), and all of the powers and duties reasonably necessary to operate the Units as set forth in the Declaration and as it may be amended from time to time.
3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE VIII

Initial Board of Directors. The Board of Directors will consist of three directors

- (1) Brian Walker
- (2) Graham Meng
- (3) Joe Meng

Limitation of Directors' Liability. A Director of the Association shall not be liable to the Association or its Members for monetary damages for breach of a Director's duties to the Association or its Members, except for (a) breaches of the Director's duty of loyalty to the Association or its Members, (b) acts or omissions not in good faith or that involve intentional conduct or a knowing violation of the law, (c) transactions from which a Director derived an improper economic benefit, or (d) conflict of interest transactions, loans to or guarantees for Directors and Officers or unlawful distributions.

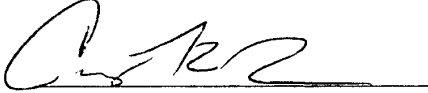
ARTICLE IX

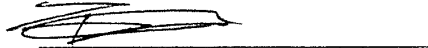
Incorporator. The name of the Incorporator is Cory R. Gangle. The Incorporator's address is P.O. Box 16356, Missoula, MT, 59808.

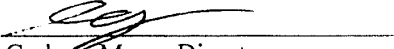
ARTICLE X


Amendments. The Association may amend these Articles in a manner authorized by law at the time of the amendment.

DATED this 30th day of September, 2021.


Cory Gangle, Incorporator


Brian Walker, Director


Graham Meng, Director


Joe Meng, Director