

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
GOVERNMENTAL LAW, LLC**

This Amended and Restated Operating Agreement (the "Agreement") is entered into this 4th day of February, 2022 by the Members set forth on Exhibit "A" attached hereto and incorporated herein, pursuant to the provisions of the Nebraska Uniform Limited Liability Company Act (the "Act").

Whereas, the Company entered into an Operating Agreement dated June 4, 2018;

Whereas, the Company entered into an Amended and Restated Operating Agreement dated October 23, 2020;

Therefore, the Members of the Company desire to further amend and restate the Operating Agreement in its entirety by this Second Amended and Restated Operating Agreement.

**SECTION 1
THE COMPANY**

1.1 Name. The name of the company is Governmental Law, LLC, (the "Company") and all the Company business shall be conducted in such name. The Company shall hold all of its property in the name of the Company and not in the name of any Member.

1.2 Purpose. The Company is organized solely for the purpose of conducting the practice of law, and to engage in any lawful act or activities for which companies may be organized under the Act, or the laws of any jurisdiction in which the Company may do business, except that the activities of the Company shall be in compliance with the rules adopted by the Nebraska Supreme Court authorizing the practice of law in the State of Nebraska as a limited liability company, as the same may be amended from time to time (the "Rules"). The members and professional employees of the Company are licensed to practice law.

1.3 Authority of the Company. Subject to the Rules, in order to carry out the Company's business and purpose, the Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to, or in furtherance of the business and purpose of the Company or for the protection and benefit of the Company.

1.4 Principal Place of Business/Designated Office. The designated office or place of business of the Company shall be at 8040 Eiger Drive, Suite B, Lincoln, NE 68516, or at such other place in Nebraska as may be chosen by the Members. The Company may maintain such other offices at any other place or places, within or without Nebraska, as the Members may deem advisable.

1.5 Term. The Company commenced on the date the Certificate of Organization (the “Certificate”) was filed in the office of the Secretary of State of the State of Nebraska in accordance with the Act, and shall continue in full force and effect until the winding up and liquidation of the Company and the Company’s business is completed following a Liquidating Event pursuant to Section 12 of this Agreement.

1.6 Title to Company Property. All Company Property shall be owned by the Company as an entity, and no Member shall have any ownership interest in such Company Property in such Member’s individual name or right. Except as otherwise provided in this Agreement, the Company shall hold all of its Company Property in the name of the Company and not in the name of any Member.

1.7 Agreement. This Operating Agreement, unless otherwise provided under the Act, may be adopted, amended, restated, or repealed only upon the affirmative vote of a majority in interest of the Members of the Company.

SECTION 2 AGENT FOR SERVICE OF PROCESS

2.1 Agent for Service of Process. The registered agent for service of process on the Company in the State of Nebraska shall be the Person that is from time to time appointed by the Members. The current registered agent is Brandy R. Johnson located at 8040 Eiger Drive, Lincoln, Nebraska 68516.

SECTION 3 CAPITAL CONTRIBUTIONS

3.1 Capital Contributions. Each of the Members has previously made the capital contributions to the Company which were necessary to acquire the Membership Units set forth for such Member on Exhibit “A.”

SECTION 4 ALLOCATIONS OF PROFITS AND LOSSES; DISTRIBUTION OF CASH FLOW

For purposes of Section 702 and Section 704 of the Internal Revenue Code (the “Code”), each Member’s annual distributive share of income, gain, loss, deduction, credits or allowance shall be determined in accordance with Member’s units of interest in the Company, or as otherwise agreed by the members in a separate resolution.

SECTION 5 COMPANY MANAGEMENT

5.1 Management by Members. The Company is member-managed. Matters arising in the ordinary course of the activities and business of the Company may be decided by the affirmative vote or consent of the Members holding a majority of the ownership interests, or as otherwise agreed to by the Member in a separate resolution. No matter or act arising outside the ordinary course of the activities and business of the Company shall be conducted without the consent of all Members. All Members have the right to participate in the control and conduct of the Company's business.

5.2 Agent; Right to Rely on Member; Statement of Authority.

(a) Subject to the limitations imposed by this Agreement and the Members' separate resolution, each Member is an agent of the Company and has authority to bind the Company in the ordinary course of its business.

(b) Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Member as to (i) the identity of any Member; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Member or which are in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

(c) The signature of one or more Member shall be necessary and sufficient to convey title to any property owned by the Company or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of one or more Member shall be sufficient to execute any "statement of limited liability company" or other documents necessary to effectuate this or any other provision of this Agreement.

5.3 Independent Activities of Members.

(a) The Members shall be required to devote only such time to the affairs of the Company as such Members determine in their discretion may be necessary to manage and operate the Company and shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in the Members' discretion.

(b) Each Member acknowledges that each Member is free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Company or may be in competition with the Company, without having or

incurring any obligation to provide notice of such activities or offer any interest in such activities to the Company or any Member. Nothing in this Operating Agreement shall be the basis of or constitute a violation of the duty of loyalty pursuant to the Nebraska Uniform Limited Liability Company Act (Neb. Rev. Stat. §§ 21-110 and 21-138).

5.4 Reimbursement of Expenses and Member Compensation.

(a) The Members shall be entitled to charge the Company, and to be reimbursed by the Company, for all reasonable costs, overhead, and expenses incurred by a Member on behalf of the Company. These reimbursable expenses include, but are not limited to, expenses incurred for maintaining the Company's organization, the conduct of its business, and the performance of the Member's duties in connection with the management of the Company, and an allocable portion of the overhead and expenses incurred by the Member in connection with the Company activities.

(b) No Member who renders services to the Company is entitled to compensation without the unanimous approval of all of the Members. Compensation paid to a Member will be treated as an expense of the Company and a guaranteed payment within the meaning of Section 707(c) of the Code and will not be charged against the share of profits of the Company that would otherwise be allocated to the compensated Member, except as otherwise agreed to by the Members in a separate resolution.

5.5 Exoneration and Indemnification of the Members.

(a) The Company, the Company's receiver or trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, hold harmless, and pay all expenses of the Members relating to any expenses incurred by reason of any act performed or omitted to be performed by such Members in connection with the business of the Company.

(b) This Section shall be enforced only to the maximum extent permitted by applicable law, and no Member shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence of such Member.

(c) All indemnities provided for in this Agreement shall survive the transfer of a Member's Membership Units, if any.

(d) A Member who retires from or is removed from the Company shall have no liability to the Company or any other Member for any liability or loss resulting from any act or omission occurring after such Member's retirement or removal.

(e) All judgments against the Company or against the Member by reason of any act performed or omitted to be performed by such Members in connection with the business of the Company as such must first be satisfied from Company assets before the Member may be required to satisfy such obligations.

SECTION 6 THE MEMBERS

6.1 Initial Members. The names, places of residence, and Membership Units of each current Member of the Company are shown on Exhibit "A."

6.2 Voting Rights of Members. Each Member's voting power corresponds to the proportional value of the Member's Capital Account.

6.3 Procedure for Consent of Members. In any circumstances requiring the approval or consent of the Members as specified in this Agreement such approval or consent shall be given or withheld in the sole and absolute discretion of the Members. Members may act with or without a meeting, and any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

6.4 Limitation on Liability of the Members. Provided that a Member acts in accordance with this Agreement and does not execute an agreement to the contrary, the liability of such Member shall be limited to such Member's Capital Contribution and such Member shall have (i) no additional personal liability to contribute money to, or in respect of, the liabilities or obligations of the Company; (ii) no obligation to make advances to the Company; and (iii) no personal liability for any obligations of the Company; provided, however, a Member receiving a distribution in return, in whole or part, of such Member's Capital Contribution shall be liable to the Company for any sum, not in excess of the amount so returned, to the extent necessary to discharge liabilities of the Company to all creditors who extended credit or whose claims arose before such distribution was made.

6.5 Breach of Agreement; Expulsion of Member. Except as otherwise permitted in this Agreement or in the Act, a Member will be deemed to breach this Agreement if such Member (i) interferes in Company management, business, or affairs; (ii) owns a Membership Unit which becomes subject to a charging order, attachment, garnishment or other similar legal proceeding; (iii) breaches any confidentiality provisions of this Agreement; or (iv) fails to meet any obligation or commitment such Member has to the Company in accordance with any written undertaking. A Member who breaches this Agreement shall be liable to the Company for damages caused by such breach, and such Member may be expelled and have such Member's Membership Units in the Company terminated. The Company may offset the amount of such damages against any distributions or return of capital to the breaching Member.

6.6 Involuntary Assignment. In the event that a Member's Membership Units are taken by levy, foreclosure, charging order, execution, or other similar proceeding, the Company shall not dissolve, but the assignee of such Membership Units shall be entitled to no more than to receive the profits and losses attributable to such Membership Units. In no event shall such assignee have the right to interfere with the management or administration of the Company, the Company's

business, or affairs or to become a substituted Member except as otherwise provided in this Agreement.

6.7 Death, Incompetency, and Bankruptcy of Members.

(a) Neither the death, legal incompetency, bankruptcy, nor dissolution or other cessation of a Member shall cause a dissolution of the Company.

(b) Upon the death, legal incompetency, or bankruptcy of an individual Member, such Member's personal or authorized representative, estate, or successor in bankruptcy (such as a receiver or trustee) shall only have the rights of a Member for the purposes of settling or managing the estate, and such power as the deceased, incompetent, or bankrupt Member possesses to constitute a successor as an assignee of the Membership Units in the Company and to join with such assignee in making application to substitute such assignee as a Member, and such Member's representative will be deemed to have offered to sell to the Company all of the deceased Member's Membership Units at the price of a bona fide offer, and the amount of the deceased Member's initial Capital Contribution upon joining the Company will be deemed a bona fide offer.

(c) Upon the bankruptcy, insolvency, dissolution, or other cessation of a Member who is not an individual, the authorized representative of such entity shall only have the rights of a Member for purposes of effecting the winding up of the entity and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of Member's Membership Units and to join with the assignee in making application to substitute such assignee as a Member.

SECTION 7 TRANSFER OF MEMBERSHIP UNITS

7.1 Effectiveness of Transfers. No Member shall transfer all or any portion of such Member's Membership Units or any rights therein, without a majority-in-interest consent of the Members except as provided in this Section 7. Any transfer or attempt to transfer by any Member in violation of the preceding sentence shall be null and void and of no force or effect whatever. Each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Member who attempts a transfer which is not permitted by this Agreement hereby further agrees to hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any costs, liability or damage (including without limitation, liabilities for income taxes and cost of enforcing this indemnity) incurred by any such indemnified Member as a result of a transfer or an attempt of transfer in violation of this Agreement.

7.2 Permitted Transfers. A Member may transfer all or part of the Member's Membership Units with the prior written consent of all other Members, or as otherwise specified in a separate resolution of the Members. Only individuals licensed to practice law may become a Member.

7.3 Price and Terms. The price and terms of an approved transfer or permitted transfer shall be determined at such time by a majority-in-interest of the Members.

SECTION 8

BOOKS AND RECORDS, ACCOUNTING, AND BANKING

8.1 Books and Records. The Company shall maintain at its principal place of business separate books of accounts for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of the Company's business in accordance with this Agreement. Each Member shall have access to the Company's books and records at all times.

8.2 Banking. All funds of the Company must be deposited in accounts in the Company's name at such banks or savings and loan associations as the Members determine. Funds may be withdrawn from the accounts on the signature of a person or persons designated by the Members.

8.3 Accounting Methods and Fiscal Year.

(a) The Company shall use the method of accounting as chosen by the Members, in preparation of the Company's annual reports and for tax purposes, and shall keep the books and records accordingly.

(b) The fiscal year of the Company shall end each year on the last day of the month of December.

8.4 Tax Information. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each fiscal year of the Company. The Members shall file tax returns for the Company prepared in accordance with the Code and the Regulations.

8.5 Tax Returns. The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within ninety (90) days after the end of each fiscal year, the Company must deliver a Schedule K-1 to each Member showing the amounts of any income, gain, loss, deductions, or credits allocated to the Member for the fiscal year.

8.6 Company Representative. For all years in which the Company is taxed as a partnership, Brandy R. Johnson shall serve as the Company Representative (which shall have the same meaning as "Partnership Representative" as such term is used in § 6223 of the Code) for the Company. This designation shall be effective until it is terminated by (1) death, incapacity, or resignation of the Company Representative; (2) revocation by the Company; or (3) the IRS determines the designation is not in effect. In the event the designation of the Company Representative is terminated for any reason, the Company may appoint a successor Company Representative who shall have the same and full authority as if an originally appointed Company Representative under this provision. The Company Representative shall have all of the authority, duties, and responsibilities as set forth in §§ 6221 - 6241 of the Code, and the regulations thereunder, as the same may be modified from time to time.

8.7 Membership Units Certificates.

- (a) A Certificate of Membership Units, signed by the Members and otherwise in a form attached hereto as Exhibit "B," shall be issued to each Member representing the Membership Units held by such Member.
- (b) Transfer of Membership Units in accordance with the procedures set forth in Section 7 of this Agreement shall be made in person or by attorney only on the books of the Company in a transfer book kept for that purpose and upon the surrender of the old certificate representing the Membership Units to be transferred.
- (c) In case of loss or destruction of a certificate of Membership Units, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Company of such loss or destruction. Such new certificate shall reflect on its face that it is a replacement certificate for a lost or destroyed certificate.

**SECTION 9
DISSOLUTION AND WINDING UP**

9.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first of any of the following to occur ("Liquidating Events"):

- (a) The sale of all or substantially all of the Company Property;
- (b) Unanimous consent of all Members to dissolve, wind up, and liquidate the Company; or
- (c) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company.

9.2 Winding Up. Upon the occurrence of a Liquidating Event the Company shall continue solely for the purposes of winding up the Company's affairs in an orderly manner, liquidating the assets, and satisfying the claims of the Company's creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. All covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding on the Members until such time as the Company Property has been distributed pursuant to this Section 9 and the Certificate has been canceled in accordance with the Act. A Person selected by a majority-in-interest of the Members (the "Liquidator") shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and Company Property, shall cause the Company Property to be liquidated as promptly as is consistent with obtaining the fair market value thereof unless the Members unanimously consent to distributions of all or any part of the Company Property in kind, and shall cause the Company Property or the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to creditors other than the Members or former Members in satisfaction of all of the Company's debts and liabilities other than liabilities for which reasonable provision for payment has been made;
- (b) Second, to the payment and discharge of all of the Company's debts and liabilities to the extent adequate provision therefor has not been made;
- (c) Third, to the payment and discharge of all of the Company's debts and liabilities to the Members (or former Members) to the extent adequate provision therefor has not been made;
- (d) Fourth, to the Members in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods; and
- (e) Fifth, the balance, if any, to the Members in accordance with their Membership Units.

9.3 Deemed Distribution and Recontribution. In the event the Company is liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, but no Liquidating Event has occurred, the Company Property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have distributed the Company Property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts and, if any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the taxable year during which such liquidation occurs), such Member shall contribute to the capital of the Company the amount necessary to restore such deficit balance to zero in compliance with Section 1.704-1(b)(2)(ii)(b)(3) of the Regulations. Immediately thereafter, the Members shall be deemed to have recontributed the Company Property in kind to the Company, which shall be deemed to have assumed and taken subject to all such liabilities.

9.4 Rights of Members. Each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company, and no Member shall have priority over any other Member as to the return of such Member's Capital Contributions, distributions, or allocations.

9.5 Notice of Dissolution. In the event a Liquidating Event occurs or an event occurs that would result in a dissolution of the Company, the Members, within thirty (30) days thereafter, provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Members).

9.6 Character of Liquidating Distributions. All payments made in liquidation of the interest of a retiring Member shall be made in exchange for the interest of such Member's in Company Property pursuant to Section 736(b)(1) of the Code, including the interest of such Member in Company goodwill.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Amendment. The Members may amend or repeal all or part of this Agreement by unanimous written agreement. This Agreement may not be amended or repealed by oral agreement.

10.2 Binding Effect. The provisions of this Agreement are binding on and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. This section is, however, not a modification of any restriction on transfer set forth in this Agreement.

10.3 Notices. Company records, statements, and returns may be mailed to Members by regular first-class mail, postage prepaid. Any other notice, payment, demand, consent, approval, or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile, and shall be deemed to have been delivered, given, and received for all purposes (i) when delivered personally, if delivered to the Person to whom directed or to an officer of the Person to whom the same is directed; or (ii) when the same is actually received, if sent by registered or certified mail or by overnight courier, postage and charges prepaid or by facsimile, if such facsimile is followed by a hard copy of the facsimiled communication sent by registered or certified mail or by overnight courier, charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members:

- (a) If to the Company, to the Company at the address set forth in Section 1.4; and
- (c) If to a Member, to the address set forth on Exhibit "A."

10.4 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to the fair meaning and not strictly for or against any Member. The terms of this Agreement are intended to embody the economic relationship among the Members and shall not be subject to modification by, or be conformed with, any actions by the Internal Revenue Service except as this Agreement may be explicitly so amended and except as may relate specifically to the filing of tax returns.

10.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

10.6 Severability. Every provision of this Agreement is intended to be severable, and if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference unless this Agreement expressly provides otherwise.

10.8 Governing Law. This Agreement is governed by the law of the State of Nebraska.

10.9 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above set forth.


Brandy R. Johnson, Member


Jeffery R. Kirkpatrick, Member

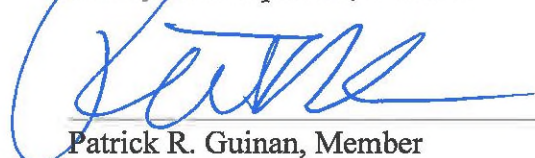

Patrick R. Guinan, Member

EXHIBIT "A"
Members Membership Units

Member	Membership Units
Brandy R. Johnson 820 W. Arezzo Ct. Lincoln, NE 68523	10,000
Jeffery R. Kirkpatrick 7300 Stevens Ridge Road Lincoln, NE 68516	10,000
Patrick R. Guinan 525 S. 58 th Street Omaha, NE 68106	10,000
Total Membership Units Issued and Outstanding	30,000

EXHIBIT "B"
UNITS CERTIFICATE
GOVERNMENTAL LAW, LLC Organized Under the Laws of the State of Nebraska

Certificate No. _____

No. of Units _____

THIS CERTIFIES THAT _____ is the owner of _____ (____) fully paid and nonassessable Membership Units of Governmental Law, LLC, a Nebraska Limited Liability Company (the "Company"), transferable on the books of the Company only in accordance with the Certificate of Organization and the Operating Agreement of the Company, each as amended and in effect from time to time hereafter, and upon surrender of this Certificate properly endorsed on the reverse side hereof.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized Member this _____ day of _____, 20__.

Member

TRANSFER RESTRICTION

The Units represented by this Certificate may only be transferred upon compliance with all of the terms and provisions of the Nebraska Uniform Limited Liability Company Act and the Certificate of Organization and Operating Agreement of the Company, each as amended and in effect on the date of such transfer.

The securities represented by this Certificate have not been registered with the Securities Exchange Commission under the Securities Act of 1933 (the "Act") and are "restricted securities" as that term is defined in Rule 144 under the Act. These securities may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act or pursuant to an exemption from registration under the Act, the availability of which must be established to the reasonable satisfaction of the Company at the transferor's expense at the time of the proposed transfer.

**MEMBERS' LEDGER
GOVERNMENTAL LAW, LLC**

Certificate Number	No. of Units	Effective Date Issued	Member's Name	Date Transferred or Cancelled	Number of Units Transferred or Cancelled	To Whom Transferred
1	10,000	June 4, 2018	Brandy R. Johnson			
2	10,000	October 23, 2020	Jeffery R. Kirkpatrick			
3	10,000	February 4, 2022	Patrick R. Guinan			
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UNITS CERTIFICATE
GOVERNMENTAL LAW, LLC Organized Under the Laws of the State of Nebraska

Certificate No. 3

No. of Units 10,000

THIS CERTIFIES THAT Patrick Guinan is the owner of ten thousand (10,000) fully paid and nonassessable Units of Governmental Law, LLC, a Nebraska limited liability company (the "Company"), transferable on the books of the Company only in accordance with the Certificate of Organization and the Operating Agreement of the Company, each as amended and in effect from time to time hereafter, and upon surrender of this Certificate properly endorsed on the reverse side hereof.

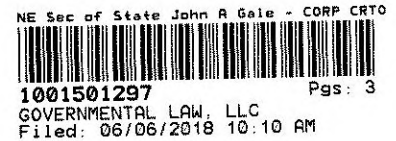
IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by a duly authorized Managing Member on February 4, 2022.


Brandy R. Johnson, Managing Member

TRANSFER RESTRICTION

The Units represented by this Certificate may only be transferred upon compliance with all of the terms and provisions of the Limited Liability Company Act of the State of Nebraska and the Certificate of Organization and Operating Agreement of the Company, each as amended and in effect on the date of such transfer.

The securities represented by this Certificate have not been registered with the Securities Exchange Commission under the Securities Act of 1933 (the "Act") and are "restricted securities" as that term is defined in Rule 144 under the Act. These securities may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act or pursuant to an exemption from registration under the Act, the availability of which must be established to the reasonable satisfaction of the Company at the transferor's expense at the time of the proposed transfer.



**CERTIFICATE OF ORGANIZATION
OF
GOVERNMENTAL LAW, LLC**

**ARTICLE I
Name**

The name of this limited liability company is:

Governmental Law, LLC (the "Company").

**ARTICLE II
Designated Office Address**

The Company's designated office address in Nebraska is 8040 Eiger Drive, Suite B, Lincoln, NE 68516.

**ARTICLE III
Registered Office and Registered Agent**

3.1 Office. The initial registered office of the Company is 8040 Eiger Drive, Suite B Lincoln, NE 68516.

3.2 Agent. The name of the initial registered agent of the Company at such address is Brandy R. Johnson.

**ARTICLE IV
Members**

The members, managers, professional employees, and agents of the Company are licensed to practice law.

4.1 Licensed to Practice Law. All members of the Company who engage in the practice of law within the State of Nebraska shall be persons duly licensed by the Nebraska Supreme Court to practice law in the State of Nebraska, and at all times own their own interest in their own right, and all members of Company who engage in the practice of law outside this state shall be persons duly licensed by the states, territories, or other jurisdictions in which such persons engage in the practice of law, and at all times own their own interest in their own right.

4.2 Purposes. The Company shall be organized solely for the purpose of conducting the practice of law, and only through persons qualified to practice law in the State of Nebraska if

such persons engage in the practice of law within this state, or through persons qualified to practice law in the states, territories, or other jurisdictions in which such persons engage in the practice of law.

4.3 Licensed Professionals. The Company may not engage in the practice of law except by and through the person or persons of the licensed member or members or licensed professional employees of the Company, all of whom shall retain their professional licenses in good standing and shall be subject to all rules, regulations, standards, and requirements pertaining to their professional activities.

4.4 Liability. A member or professional employee of the Company shall remain personally and fully liable and accountable for any negligent or wrongful acts or misconduct committed by him or her, or by any person under his or her direct supervision and control, while rendering professional services on behalf of the Company to the person for whom the professional services were being rendered.

4.5 Insurance. The Company shall maintain professional liability insurance as set forth in the rules adopted by the Nebraska Supreme Court authorizing the practice of law in the State of Nebraska as a limited liability company, as the same may be amended from time to time (the "Rules"). Any member who has not directly and actively participated in the act, error, or omission for which liability is claimed shall not be liable, except as provided in the Rules, for any of the damages caused if at the time the act, error, or omission occurs the Company has professional liability insurance which meets the minimum standards as set out in the Rules. Each Member is deemed to agree, that if it is determined that the mandatory professional liability insurance as set forth above has lapsed or is otherwise not in effect at the time of the commission of any professional act, error, or omission by any of the members, managers, or employees of the Company, each of the members of the Company at the time of the commission of any such professional act, error, or omission shall be jointly and severally liable to the extent that the assets of the Company are insufficient to satisfy any liability incurred by the Company for the acts, errors, and omissions of the member and other employees of the organization while they are members, to the same extent as if the member were practicing in the form of a general partnership.

4.6 Limited Liability. The liability assumed by the members of the Company pursuant to paragraph 4.4 is limited to liability for professional acts, errors, or omissions which constitute the practice of law and shall not extend to actions or undertakings that do not constitute the practice of law. Liability, if any, for any and all actions or undertakings, other than professional acts, errors, or omissions, shall be as generally provided by law and shall not be changed, affected, limited, or extended by the Rules.

ARTICLE V
Transfer or Assignment of Units; Management

5.1 Assignment of Units. No Member may transfer or assign, by contract or operation of law, all or any portion of the Member's units in the Company except as provided in the Operating Agreement, and then only in compliance with the Rules.

5.2 Management. The Company shall be managed as provided in the Operating Agreement and in compliance with the Rules.

ARTICLE VI
Dissolution

If the Company discontinues the practice of law, the Company may nevertheless continue in operation for an additional period of up to two (2) years for the purpose of dissolving and winding up the administrative business of the Company.

The undersigned, being the Organizer of the Company, hereby adopts and signs the foregoing Certificate of Organization for the purposes of forming the Company.

Dated this 4th day of June, 20 18



Brandy R. Johnson, Organizer

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>8/7/23</u>	<u>Jeffery R. Kirkpatrick</u>	<u>Jeffery R. Kirkpatrick</u>
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