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OFFICIAL RECORD  
AMY ELMER, RECORDER

MEMBERSHIP REDEMPTION AGREEMENT

**Title of Document**

**Affirmation Statement**

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_

(State specific law)

*[Handwritten Signature]*  
Signature Title

DANIEL R. Bulloch  
Print

4/22/24  
Date

**Grantees address and mail tax statement:**

DANIEL Bulloch  
674 S 400 E  
CEDAR CITY, UTAH 84720

## MEMBERSHIP REDEMPTION AGREEMENT

This Membership Redemption Agreement (hereinafter "Agreement") is made and entered into as of January \_\_\_\_, 2024, by and between Danny Bulloch ("Transferor"), and H3B Properties, LLC, and H3B Mesquite Properties, LLC, a Nevada limited liability company (collectively the "Company"). The Company and the Transferor are sometimes hereafter being referred to collectively as the "Parties" or individually as a "Party".

### RECITALS

- A. Transferor is the owner and holder of a total of 25.0% Membership Interest in the Company, which is the owner and holder of real property located in Mesquite, Clark County, Nevada.
- B. Transferor now desires to have all of his Membership Interest in the Company redeemed and returned to the Company.
- C. The Company is willing to redeem all equity and Membership Interests of the Transferor in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby expressly agree as follows:

### AGREEMENT

1. REDEMPTION OF MEMBERSHIP. Transferor shall transfer and convey to the Company any and all interest, Membership, shares or other ownership of the Transferor held in the Company. This will result in the outstanding Membership or ownership of the Company as follows:

Scott L. Bulloch	62.50%
Greg L. Bulloch	37.50%

2. CONSIDERATION. A consideration of the redemption of all Membership in the Company from Transferor, the Company and/or its remaining Members shall cause the following Grazing Right or Permit to be transferred to the Transferor or to the order of Transferor:

BLM Grazing Permit on Allotment NV01201 for 815 AUMS

2.1 Acknowledgement. As an additional acknowledgment Scott L. Bulloch acknowledges that Transferor and Greg L. Bulloch previously contributed, in the form of a loan payment, the sum of \$75,000.00 to clear debt from the Company. However, Transferor has relinquished his claim to repayment of his portion, \$37,500.00. Therefore, Greg and Scott Bulloch with resolve the matter of the remaining \$37,500.00 between themselves outside of this transaction.

3. REPRESENTATIONS & WARRANTIES. Transferor represents and warrants to the Company as follows:

3.1 Authority. Transferor has full legal right, power and authority to enter into this Agreement and to consummate or cause to be consummated the redemption of Membership hereunder and to fulfill and complete all of the transactions and obligations of the Transferor as set forth or contemplated under this Agreement and that this Agreement has been duly executed and delivered by Transferor and constitutes the valid and legal binding obligation of Transferor enforceable in accordance with its terms.

3.2 Ownership Status. Transferor is the sole owner of all outstanding Membership Interest in and to the Company which shall be transferred hereunder. Transferor further agrees to take any and all steps necessary to ensure that the Membership transferred hereunder takes place in accordance with any and all limitations, obligations and requirements imposed by the Company documents, including but not limited to the Articles of Organization and Operating Agreement.

3.3 Marketable Title. Transferor represents and warrants that he holds the Membership transferred hereunder and that no other party holds any portion thereof. Transferor further warrants that all such Membership shall be transferred back to the Company free and clear of any liens, encumbrances, or adverse claims.

3.4 Non-Registered Securities. Transferor represent and warrant that these securities have not been registered under the Securities Act of 1933, as amended, or under applicable provisions of Nevada or other State law requiring the registration of securities and registration is not required as a condition precedent to the consummation of this sale.

4. EFFECTIVE DATE. All of the following terms shall apply on the Effective Date upon which this transaction shall be Closed.

4.1 Closing Date. All transfers shall be deemed to have occurred on or before December 31, 2023, although Closing shall occur on or before February 15, 2024. The law firm of Clarkson & Associates, LLC, shall serve as Escrow Agent is necessary. The Parties acknowledge that there are no Membership Certificates issued by the Company.

4.2 Closing Costs. Any tax on the transfer or sale described herein shall be paid by Seller. Escrow or settlement fees shall be paid by both parties equally as part of the Closing.

4.3 Prorations. There are no prorations.

5. DEFAULT & REMEDIES. In the event either party fails to perform in accordance with the terms of this Agreement or any representations or warranties are breached or in the event a dispute arises under this Agreement, then and in such event, in addition to any other remedies available to a party, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred before suit, during suit and on appeal.

6. MISCELLANEOUS PROVISIONS.

6.1 Waiver. Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

6.2 Section Headings. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.

6.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to its conflict of laws principles and any action to enforce or interpret this Agreement or to collect damages arising hereunder shall be brought and maintained in Clark County, State of Nevada, and the parties expressly consent to personal jurisdiction and venue in such courts for all purposes hereunder.

6.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and legal representatives. This Agreement shall survive closing of the purchase and remain enforceable until all obligations of the parties are fully performed.

6.5 No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

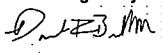
6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

6.7 Severability. If any of the provisions of this Agreement are held by a court or other tribunal having jurisdiction to be unenforceable, the parties intend that the provision shall be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect; provided, however, that if the unenforceability of any provision substantially impairs the economic value of this Agreement to either party and the other party refuses to offer a modification of the Agreement that approximates the economic effect and intent of the provision, the affected party shall have the right to declare this Agreement void.

*The remainder of this Page was intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TRANSFEROR:

DocuSigned by:  
  
7BF3D985DEAD490  
Danny Bulloch

COMPANY:

DocuSigned by:  
*Scott L. Bulloch*  
C8D8F0810D14461...  
Scott L. Bulloch, Manager

DocuSigned by:  
*Gregory L. Bulloch*  
3EB32CDDCF614F0...  
Greg L. Bulloch

**CONFIDENTIAL**

Exhibit "A"

ASSIGNMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that Danny Bulloch (the "Assignor"), in consideration of \$10.00 and of other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby irrevocably assign, transfer, quit claim and set over to

H3B Mesquite Properties, LLC, a Nevada limited liability company ("Assignee")

Any and all Membership Interest or other ownership Assignor may have in and to the following Nevada limited liability company:

H3B Mesquite Properties, LLC, a Nevada limited liability company

AND to

H3B Properties, LLC, a Nevada limited liability company ("Assignee")

Any and all Membership Interest or other ownership Assignor may have in and to the following Nevada limited liability company:

H3B Properties, LLC, a Nevada limited liability company

IN WITNESS WHEREOF, on this 2/19/2024 day of February, 2024, the above-named Assignors, hereby execute this assignment pursuant to the terms hereof.

DocuSigned by:



7BF3D985DEAD490...  
Danny Bulloch