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## MEMORANDUM OF AUTHORITY

The following information is hereby set forth by the undersigned Managers of OnCue Holdings, LLC.

1. OnCue Holdings, LLC is the sole member and manager of OnCue RE, LLC.
2. The attached Exhibit A is a true and correct copy of Section 7 and Section 8 of the OnCue RE, LLC Operating Agreement designating the officers of OnCue RE, LLC as Jim Griffith, CEO and Stephen T. James, CFO.
3. The officers are authorized per Section 8 to execute conveyances, including mortgages and other real estate instruments on behalf of OnCue RE, LLC.

This Memorandum is executed this 18<sup>th</sup> day of March, 2016 by the Managers of OnCue Holdings, LLC.

OnCue Holdings, LLC.

By:   
Jim Griffith, Manager

By:   
Stephen T. James, Manager

STATE OF OKLAHOMA

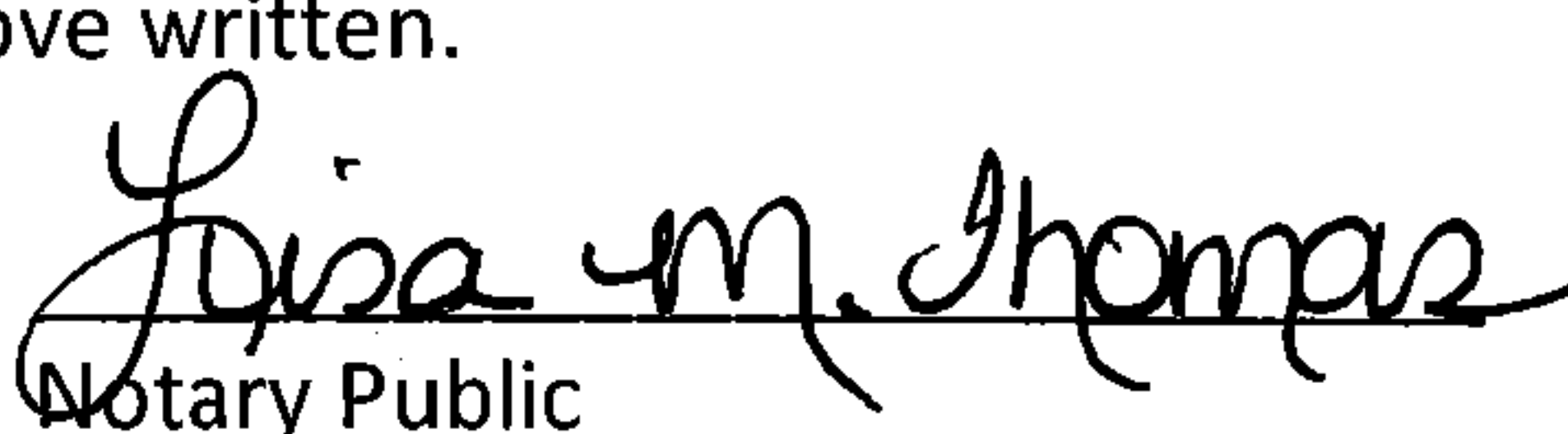
COUNTY OF PAYNE

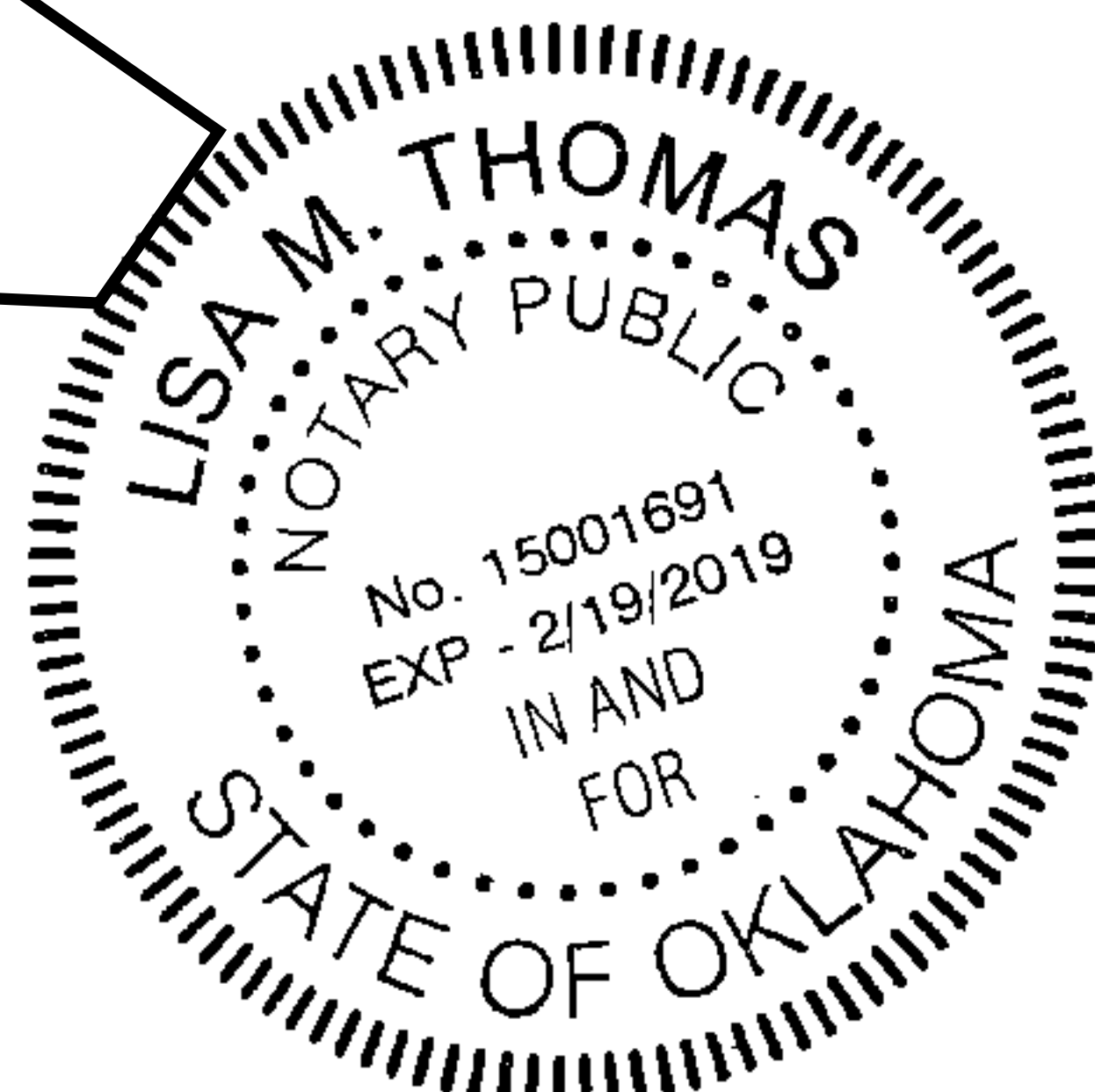
On this 21<sup>st</sup> day of March, 2016, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Jim Griffith and Stephen T. James, who signed the name of the Maker to the within and foregoing instrument as its Managers, and each acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:  
02/19/2019

Commission Number:  
15001691

  
Notary Public



# EXHIBIT - A

## 7. Management of the Company.

**7.1 Management without Designated Managers.** The business and the affairs of the Company shall be managed by its Member without designated managers.

(a) The Member shall be deemed to be managers for purposes of applying provisions of the Act, unless the context of the Act clearly requires otherwise.

(b) The Member shall have and be subject to all duties and liabilities of managers under the Act.

(c) The Member, when signing on behalf of the Company, shall sign as a manager.

## 7.2 Officers.

(a) The Company shall have a Chief Executive Officer, a Chief Financial Officer and such other officers as may be determined, from time to time, by the Member. The officers shall be elected, from time to time, by the Member and may be removed, with or without cause, by the Member. An officer, when signing on behalf of the Company, shall sign in his capacity as an officer of the Company. As of the Effective Date, Jim Griffith is elected to serve as Chief Executive Officer of the Company and Stephen James is elected to serve as Chief Financial Officer of the Company.

(b) Each officer shall hold office until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any number of offices may be held by the same individual.

(c) The Chief Executive Officer shall be the chief executive officer of the Company and, subject to the direction of the Member, the Chief Executive Officer shall have the responsibility for the general management and control of the affairs and business of the Company and shall perform all duties and have all powers that are commonly incident to the office of chief executive officer or that are specified in this Agreement or otherwise delegated to such officer by the Member. Subject to the foregoing, the Chief Executive Officer shall have power to sign contracts and instruments of the Company and shall have general supervision and direction of all of the other officers and agents of the Company. Without limiting the generality of the foregoing, the Chief Executive Officer shall, or shall procure that the Company does:

(i) cause the Company to be registered to do business in Oklahoma and in all other jurisdictions where the Company is legally



required to register or where the Chief Executive Officer considers it appropriate to do so;

(ii) administer the affairs of the Company and carry on the Company's business in accordance with applicable laws, the Articles of Organization of the Company, this Agreement, the Initial Budget and each Annual Budget;

(iii) identify, negotiate and purchase real estate to grow the Member's business, and provide the necessary supervision to ensure that all operations are conducted in accordance with policies approved by the Member and required by any applicable license or franchise agreement;

(iv) arrange for engineering, professional and/or technical services as necessary to support the Company's business and to maintain the Company's property;

(v) monitor all phases of the construction projects of the Company;

(vi) represent the Company in dealings with governmental entities and agencies thereof with respect to the Company's property or the Company's business; and

(vii) secure such licenses or permits as may be required to operate the Company's business.

Nothing contained herein shall, however, require the Chief Executive Officer to take any action that has not been authorized (or for which payment has not been authorized) in accordance with applicable law, the Articles of Organization of the Company, this Agreement, the Initial Budget or the Annual Budget.

(d) The Chief Financial Officer shall be the chief financial officer of the Company and, subject to the direction of the Member and the Chief Executive Officer, the Chief Financial Officer shall have the responsibility for the general management and control of the accounting and financial aspects of the business and the affairs of the Company and shall perform all duties and have all powers that are commonly incident to the office of chief financial officer or that are delegated to him or her by the Member or by the Chief Executive Officer. Subject to the foregoing, the Chief Financial Officer shall have power to sign contracts and instruments of the Company. Without limiting the generality of the foregoing, the Chief Financial Officer shall, or shall procure that the Company does:

(i) prepare, and submit to the Member no later than September 30 of each year a draft Annual Budget for the immediately following fiscal year and a draft Five-Year Plan for the immediately

following five-year period, in each case consistent, to the extent practicable, with the Initial Five-Year Plan or the Five-Year Plan then in effect;

(ii) maintain relationships with the Company's lenders and provide or cause to be provided such information or certificates as such lenders may require; and

(iii) prepare, or cause to be prepared, in accordance with GAAP, and transmit on a timely basis to the Member, financial statements of the Company for each fiscal year, including a balance sheet, statements of income, Member's equity, and cash flow, together with all such information as may be available to enable the Member (or its direct or indirect owners) to file all required federal, state and local income tax returns with respect to the income or losses of the Company and such additional reports, including monthly operational reports and reserve reports as the Member may request from time to time, provided that the Company's financial statements shall be audited by the auditors appointed by the Member.

Nothing contained herein shall, however, require the Chief Financial Officer to take any action that has not been authorized (or for which payment has not been authorized) in accordance with applicable law, the Articles of Organization of the Company, this Agreement, the Initial Budget or the Annual Budget.

(e) Any other officer shall have such duties and such powers as are delegated to such officer by the Member.

**8. Conveyances.** Title to the assets owned by the Company shall be held in the name of the Company. Any bill of sale, contract of sale, deed, deed of trust, mortgage, lease or other instrument purporting to convey or to encumber the interest of the Company or all or any portion of the assets of the Company shall be sufficient if signed on behalf of the Company by the officers, or any of them.

**9. Prohibition on Admission of Additional Members and Disposition of Equity Interest by the Member.** The Company shall not admit any persons or entities as additional members of the Company.

**10. Dissolution, Winding Up and Termination of the Company.**

**10.1 Agreement to Dissolve.** The Company shall dissolve and terminate upon the written determination of the Member to dissolve the Company.

**10.2 Winding-Up.** Upon the dissolution of the Company, the business and the affairs of the Company shall be wound up and the liabilities of the Company discharged in accordance with Section 19 of the Member's Operating Agreement, which

