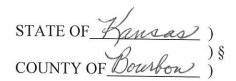


# CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):				
Owner has been compensated to replace barbed wire fence on property				
Terms for Payment:				
Owner's request for payment in the amount of:\$25,180.00				
Owner's Tax Identification Number: 73-1475159				
Owner's Mailing Address: 304 W 9th St. Ft. Scott, KS 66701				
Owner Requests Check:				
Be delivered by Agent				
Check Payable to: CHEATHAM RANCH LLC				
Signature/Date:				
Owner/s: Mengan Cheathan Date: 8,23,17				
Owner/s: Mary Ann Cheatham  Date: 8.23.17				
Culeen Cheatham fellor Date: 8.17.17				
Aileen Cheatham Pollock				

Agent: Kellen Williams

Project: ST1413 Roadway Improvements: 37<sup>th</sup> St: Houston to Albany

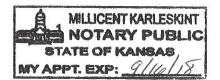


The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Aileen Pollock, Managing Member	Date: <b>8.14.19</b>	2
Mary Ann Cheatham, Managing Member	Date:	

Subscribed and sworn to before me this 17th day of august, 2017

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STATE OF	Illinois	_ )
COUNTY OF	Cook	) § )

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Aileen Pollock, Managing Member	Date:

Mary Ann Cheatham, Managing Member

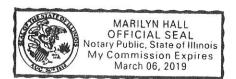
Date: 33.8.2017

Subscribed and sworn to before me this 23 day of August, 2017

MARILYN HALL
OFFICIAL SEAL

NAME OF THE SEAL

OFFICIAL SEAL



## CHEATHAM RANCH L.L.C. An Oklahoma Limited Liability Company

### AMENDMENT TO OPERATING AGREEMENT

The following undersigned members, constituting the owners of one hundred percent of the membership of Cheatham Ranch L.L.C., an Oklahoma Limited Liability Company (the "Company"), vote in favor of the following amendments to the Operating Agreement of the Company:

1. Amend Section 1.03 of the Operating Agreement to state:

Section 1. 03. Principal Office. The principal office of the Company in the State of Oklahoma shall be located at 20 East 5th Street, Tulsa, Oklahoma 74103. The Company may also maintain offices at such other place or places as the Members deem advisable.

2. Amend Section 6.01 of the Operating Agreement to state:

Section 6. 01. Management by Members. The management of the Company including all of the business and affairs of the Company, is hereby vested in its Members. Any third person may rely absolutely upon the act, deed, and/or signature of Mary Ann Cheatham or Aileen Cheatham Pollock as being the act of the Company and no third person shall be obliged or privileged to inquire into or to otherwise ascertain whether the act of Mary Ann Cheatham or Aileen Cheatham Pollock has been duly authorized under the terms of this Agreement. Action requiring a vote of the Members may be taken by a Majority Vote of the Members.

3. As a result of the distribution of Units of ownership interest in the Company pursuant to the terms of the Edna G. Cheatham Living Trust dated June 21, 1989, and the George M. Cheatham Revocable Trust dated July 17, 1998, ownership of the Company is now denoted as set forth in the amended Exhibit "A" attached hereto.

This written consent of the membership is to be attached to the Operating Agreement and made a part thereof.

This Amendment to the Operating Agreement is effective the day of October, 2016.

#### **MEMBERS:**

Mary Ann Cheatham Ailean Cheatham Follow

Aileen Cheatham Pollock

# OPERATING AGREEMENT OF CHEATHAM RANCH, L.L.C. (An Oklahoma Limited Liability Company)

# EXHIBIT A

# List of Members, Capital, and Percentages

Name and Address of Member	Amount of Capital Contribution	Number of Units	Percentage of Units
Mary Ann Cheatham 2704 Logan Bird Chicago 16 60647	Gift	10,000	50%
Aileen Cheatham Pollock 304 West 9 <sup>th</sup> Street Fort Scott, Kansas 66701	Gift	10,000	50%

### UNANIMOUS CONSENT TO ACTION OF ALL OF THE MEMBERS OF CHEATHAM RANCH, LLC

(An Oklahoma limited liability company)

Pursuant to Section 13.07 of ARTICLE XIII of the Operating Agreement of Cheatham Ranch, LLC (hereinafter referred to as the "LLC") providing for action to be taken by the Members without a meeting, the following action is taken by the Members of the LLC, by unanimous written consent as if a meeting of the Members had been called and all Members were present and voting in favor of such action.

WHEREAS, pursuant to the terms of the Edna G. Cheatham Living Trust dated June 21, 1989 (hereinafter referred to as the "EGC Trust"), upon the death of Edna G. Cheatham on September 15, 2012, all property held in the EGC Trust was distributed in equal shares to Mary Ann Cheatham and Aileen Cheatham Pollock, including all Units of interest in the LLC owned by the EGC Trust.

WHEREAS, pursuant to the terms of the George M. Cheatham Revocable Trust dated July 17, 1998 (hereinafter referred to as the "GMC Trust"), upon the death of George M. Cheatham on July 20, 2015, all property held in the GMC Trust was distributed in equal shares to Mary Ann Cheatham and Aileen Cheatham Pollock, including all Units of interest in the LLC owned by the GMC Trust.

WHEREAS, following the distribution of Units owned by the EGC Trust and the GMC Trust as stated above, the resulting ownership of all 20,000 Units in the LLC was as follows: 10,0000 Units owned by Mary Ann Cheatham and 10,000 Units owned by Aileen Cheatham Pollock.

In light of the foregoing, the undersigned Members, constituting all of the Members of the LLC, resolve to take the following actions:

"RESOLVED, that Mary Ann Cheatham and Aileen Cheatham Pollock are now the only Members of the LLC and, pursuant to Section 6.01 of the Operating Agreement of the LLC, are vested with the authority to manage the LLC."

"RESOLVED, that the LLC shall cause the Registered Agent and the address of the Registered Agent of the LLC to be changed by the appropriate filing with the Oklahoma Secretary of State."

"RESOLVED, that the Operating Agreement of the LLC shall be amended to:

- (1) reflect the change in the location of the Principal Offices of the LLC (Section 1.03);
- (2) to reflect the changes in the identity of the managing Members of the LLC (Section 6.01); and

(3) to amend Exhibit "A" to the Operating Agreement to reflect the current ownership of LLC Units.

"RESOLVED, that the two Members of the LLC, Mary Ann Cheatham and Aileen Cheatham Pollock, are authorized to execute, on behalf of the LLC, any documents which may be required to effectuate the sale and transfer of real estate owned by the LLC."

IN WITNESS WHEREOF, we have executed this unanimous consent to action of the Members on the dates set forth after our respective names, effective October \_\_\_\_\_\_, 2016.

Mary Ann Cheatham, Member

Aileen Cheatham Pollock, Member