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**IDAHO PUBLIC**  
**UTILITIES COMMISSION**

151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
www.inteserra.com

August 18, 2020  
Via Email

Ms. Jan Noriyuki, Commission Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Boise, ID 83702

**RE: Spectrotel, Inc.**  
**Notice of Corporate Reorganization**

SPE-T-20-01

Dear Ms. Noriyuki:

Please find the PDF version of the Notice of Corporate Reorganization submitted on behalf of Spectrotel, Inc. ("Company"). Spectrotel, Inc. has completed an internal corporate reorganization resulting in the creation of a new affiliate, Spectrotel of the West LLC, which will become the telecommunications service provider for the Company's Idaho customers.

Spectrotel, Inc. was issued a Certificate of Public Convenience and Necessity ("CPCN") to provide facilities-based and resold local exchange services in Case No. SPE-T-11-01, Order No. 32602. Spectrotel, Inc. respectfully requests that the Commission approve the transaction to the extent required by law and/or Commission rules and transfer or reissue Spectrotel Inc.'s CPCN to Spectrotel of the West LLC, effective as soon as practicable.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to Sthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Sharon Thomas

Sharon Thomas  
Consultant

tms: IDx2001

Enclosures  
ST/kb

**Spectrotel, Inc.**  
**Description of Corporate Reorganization**

Spectrotel, Inc. has completed an internal corporate reorganization resulting in the creation of a new affiliate, Spectrotel of the West LLC, which will become the telecommunications service provider for the Company's Idaho customers. The effect of this reorganization is pro forma in nature and transparent to Idaho customers. Spectrotel, Inc. respectfully requests that the Commission approve the transaction to the extent required by law and/or Commission rules and transfer or reissue Spectrotel Inc.'s Certificate of Public Convenience and Necessity to Spectrotel of the West LLC, effective as soon as practicable.

A description of the transaction is set forth below.

**The Companies**

Spectrotel, Inc. is a privately held corporation organized under the laws of the State of Delaware. Spectrotel's principal business address is 3535 State Highway 66, Suite 7, Neptune, New Jersey, 07753. Spectrotel, Inc. was authorized to provide Local Exchange Telecommunications Services in Idaho on July 31, 2012 in Case No. SPE-T-11-01.

Spectrotel of the West LLC is a newly created privately-held limited liability company organized under the laws of the State of Delaware, with offices at the same location as Spectrotel, Inc. Attachment 1 includes Spectrotel of the West LLC's Certificate of Formation of Limited Liability Company in Delaware, the certificate of good standing issued by the Delaware Secretary of State and the Certificate of Authority to transact business as a foreign LLC in Idaho.

**The Transaction**

Spectrotel, Inc. has undertaken an internal corporate reorganization, creating Spectrotel of the West LLC to serve its customers in Idaho. The corporate reorganization will not impact customers, and service will continue under the current rates, terms and conditions. The ultimate ownership and control of the Company will not change. Spectrotel of the West LLC is a member managed LLC with Spectrotel Holding Company, LLC, a Delaware LLC, as its sole member. Spectrotel Holding Company, LLC is also a member managed LLC, with Spectrotel, Inc. as its primary member. Spectrotel, Inc., the ultimate parent company of Spectrotel of the West LLC, will continue to be 100% owned by Jack Dayan.

No new parent corporation or other entity will acquire Spectrotel, Inc. and no change of control will occur. No other public service company or stock corporation will acquire Spectrotel, Inc. as a result of this transaction. An organizational chart depicting the operating entity's corporate ownership and status before and after the restructuring is displayed on Attachment 2.

Upon completion of this reorganization, there will be no change to the management, corporate ownership, employees, rates, services, or other contract rights and obligations of the company. All of the current managerial, technical and financial resources available to Spectrotel, Inc. will remain available to Spectrotel of the West LLC, since the ultimate ownership of the Company will not change. Through this transaction, Spectrotel, Inc. is not seeking to expand or reduce its operating authority, and its services to customers (and service obligations) will not change as a result. Customer bills will continue to reflect the name "Spectrotel". The proposed restructuring is in the public interest because it will allow Spectrotel to achieve administrative efficiencies and potential cost savings, thus financially strengthening the company without altering its operations in any respect.

Because the internal corporate restructuring will be transparent to customers, customer notice was not provided, as it would likely be confusing to customers.

**Conclusion**

Spectrotel, Inc. respectfully requests that the Commission approve the internal corporate reorganization described herein to the extent required by law or Commission rules, transfer or reissue Spectrotel Inc.'s Certificate of Public Convenience and Necessity to Spectrotel of the West LLC, effective as soon as practicable and grant such other relief as may be required.



Attachment 1

Certificate of Formation of Limited Liability Company

Certificate of Good Standing

Certificate of Authority to transact business as Foreign LLC




# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SPECTROTEL OF THE WEST LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JUNE, A.D. 2020, AT 10:06 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

3061783 8100  
SR# 20205687123

Authentication: 203112135  
Date: 06-15-20

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:06 AM 06/15/2020  
FILED 10:06 AM 06/15/2020  
SR 20205687123 - File Number 3061783

**CERTIFICATE OF FORMATION**

**OF**

**SPECTROTEL OF THE WEST LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is:

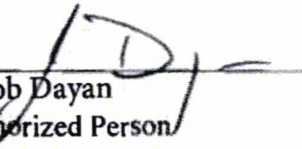
**Spectrotel of the West LLC**

**SECOND:** The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

Cogency Global Inc.  
850 New Burton Road  
Suite 201  
Dover, Delaware 19904

**THIRD:** This Certificate of Formation shall be effective upon filing.

Executed on June 11, 2020.

By:   
Jacob Dayan  
Authorized Person

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPECTROTEL OF THE WEST LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JULY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SPECTROTEL OF THE WEST LLC" WAS FORMED ON THE FIFTEENTH DAY OF JUNE, A.D. 2020.



3061783 8300

SR# 20206275085

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203304226

Date: 07-17-20



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF  
SPECTROTEL OF THE WEST LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) of SPECTROTEL OF THE WEST LLC, a Delaware limited liability company (the “Company”), is dated as of June 15, 2020, by and between the Company and Spectrotel Holding Company, LLC, a Delaware limited liability company (the “Member”), as the sole member of the Company.

**WITNESSETH:**

WHEREAS, the Company was formed as a Delaware limited liability company under the Delaware Limited Liability Company Act, as amended (the “LLC Act”), pursuant to a Certificate of Formation filed with the Delaware Secretary of State on June 15, 2020 (the “Certificate of Formation”); and

WHEREAS, the Member desires that the Company operate as a Delaware limited liability company upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I.  
DEFINED TERMS; EXHIBITS, SCHEDULES, ETC.**

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

“Capital Contribution” means, with respect to the Member, the amount of money or property contributed to the Company by the Member from time to time.

“Membership Interest” means the Member’s entire interest in the Company, which shall entitle the Member to (i) an interest in the profits, losses, distributable cash, and net proceeds of liquidation of the Company, as set forth herein; (ii) any right to vote as set forth herein or as required under the LLC Act; and (iii) any right to participate in the management of the Company as set forth herein or as required under the LLC Act. A Membership Interest is personal property and the Member shall have no interest in the specific assets or property of the Company.

“Membership Percentage” means, with respect to the Member, the Member’s percentage ownership interest in the Company set forth on Exhibit A attached hereto, as the same may be amended from time to time to reflect the relative Capital Contribution of the Member.

“Person” means any individual, corporation, general partnership, limited partnership, limited liability company, joint venture, trust, business trust, cooperative, association or other legal entity.

1.2 References. References to an “Exhibit” are, unless otherwise specified, to one of the exhibits attached to this Agreement, and references to an “Article” or a “Section” are, unless otherwise specified, to one of the articles or sections of this Agreement.

**ARTICLE II.**  
**ORGANIZATIONAL MATTERS**

2.1 Formation of Company. Pursuant to the Certificate of Formation duly filed with the Secretary of State of the State of Delaware on June 15, 2020, the Company has been formed as a limited liability company for the purposes and upon the terms and conditions hereinafter set forth. Except as provided herein, the rights, duties and liabilities of the Member of the Company shall be as provided in the LLC Act.

2.2 Name. The name of the Company is Spectrotel of the West LLC, or such other name as may be selected from time to time by the Member.

2.3 Purpose. The purpose and business of the Company is to engage in any lawful business or activity permitted by the LLC Act.

2.4 Term. The term of the Company commenced on June 15, 2020 and shall continue perpetually unless earlier terminated pursuant to Section 10.1 hereof.

2.5 Principal Office. The location of the Company’s principal office is 3535 Route 66, Building 7, Neptune, New Jersey 07753, or such other place as may be selected by the Member. The Company may conduct business at such additional places as the Member shall deem advisable.

2.6 Registered Agent and Registered Office. The statutory agent for service of process and the registered office of the Company in the State of Delaware shall be Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904, or such other statutory agent and registered office as the Member may determine from time to time.

2.7 Fiscal Year. The fiscal year of the Company shall commence on January 1 and end on December 31 of each year or such other date as the Member may select in its discretion from time to time.

**ARTICLE III.**  
**CAPITAL CONTRIBUTIONS; ETC.**

3.1 Capital Contributions. The Member shall be deemed for purposes of this Agreement to have contributed to the capital of the Company the consideration set forth opposite the Member’s name on Exhibit A attached hereto. The Member shall not be obligated to make any additional Capital Contributions to the Company.

3.2 Withdrawal; Return of Capital. Except as specifically provided herein, the Member shall not be entitled to any distributions from the Company or to withdraw any part of the Member’s Capital Contribution prior to the Company’s dissolution and liquidation or, when



such withdrawal of capital is permitted, to demand distribution of property other than money. The Member shall not be entitled to interest on its Capital Contribution.

3.3 No Appraisal Rights. The Member shall not have any appraisal rights under the LLC Act.

#### **ARTICLE IV. DISTRIBUTIONS AND ALLOCATIONS**

4.1 Distributions. The timing and amount of distributions shall be determined by the Member.

4.2 Allocations. The profits and losses of the Company shall be allocated to the Member.

#### **ARTICLE V. ACCOUNTING AND ADMINISTRATIVE MATTERS**

5.1 Books and Records. The Company will maintain true, complete and correct books of account of the Company, all in accordance with generally accepted accounting principles applied on a consistent basis. The books of account shall contain particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased by the Company, and all of such other transactions, matters and things relating to the business of the Company as are usually entered in books of accounts kept by Persons engaged in a business of a like kind and character or as otherwise required pursuant to the LLC Act.

#### **ARTICLE VI. MANAGEMENT OF COMPANY**

6.1 Member-Managed. Except as specifically provided herein, the management and control of the Company shall be vested exclusively in the Member. The Member shall have the authority to appoint and remove, with or without cause, and replace, officers and assign to them such duties and provide them with such authority as it deems appropriate. All actions required or permitted to be taken at a meeting of the Member under the LLC Act shall be taken without a meeting upon a written consent of the Member.

6.2 Role of Member. The Company is expressly permitted to enter into other transactions with the Member or any of its affiliates, provided that the price and other terms of such transactions are fair to the Company and generally consistent with normal business practices between unrelated parties on arm's-length terms. Nothing in this Agreement shall prevent the Member or any affiliate of the Member from engaging in or possessing an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company.

#### **ARTICLE VII. OFFICERS**



7.1 Officers: Election and Term of Office. The Member may (but shall not be obligated to), at any time or from time to time, designate officers of the Company (each, an “Officer”), including a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries and a Treasurer. Vacancies may be filled or new offices created and filled by the Member. Each Officer shall hold office until the earlier of his or her resignation or removal, or until his or her successor shall have been duly appointed and qualified in accordance herewith. Each Officer shall perform such duties as specified in this Agreement or as may be prescribed from time to time by the Members. An individual may serve as an Officer in more than one office. The initial officers of the Company shall be:

Chief Executive Officer	Jacob Dayan
President	Ross Artale

7.2 Officers: General Rights and Duties. Subject to the authority of the Member as provided in Article VI hereof, the Officers are hereby directed and authorized (which direction and authorization is revocable at any time by the Member), on behalf of and in the name of the Company, to implement all decisions approved by the Member and to conduct the following functions of the Company consistent with action taken by the Member:

- (a) operate the day-to-day business of the Company in the ordinary course;
- (b) protect and preserve the titles and interests of the Company with respect to the assets owned by or dedicated to the Company;
- (c) keep all books of account and other records of the Company, in accordance with the terms of this Agreement and applicable law;
- (d) carry out the responsibilities of the Company under the leasing, financing, partnership, management, operating and other contractual agreements to which it is a party;
- (e) prepare and file (or cause to be prepared and filed) all necessary reports, statements, tax returns and other documents with local, state, federal, provincial, territorial, or foreign agencies or departments in connection with the business of the Company;
- (f) procure and maintain insurance;
- (g) employ, retain and enter into business relationships, on behalf of the Company, which are necessary or appropriate to carry out the business of the Company as shall be designated by the Member; and
- (h) distribute the cash of the Company as provided in Article IV hereof and as directed by the Member.

7.3 Officers: Description of Offices. The Officers shall have the duties and powers as set forth below:

(a) Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the company and shall be responsible for the general care, supervision, control and direction of the business and the officers of the Company, subject only to the power and authority of the Member. The Chief Executive Officer may sign with or without the Secretary, or any other proper Officer of the Company thereunto authorized by the Member, any deeds, mortgages, bonds, contracts, or other instruments that the Member has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Member to some other Officer or agent of the Company, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Member from time to time.

(b) President. The President shall be the principal executive officer of the company and shall be responsible for the general care, supervision, control and direction of the business of the Company, unless some other officer has been elected Chief Executive Officer of the Company. The President may sign with or without the Secretary, or any other proper Officer of the Company thereunto authorized by the Member, any deeds, mortgages, bonds, contracts, or other instruments that the Member has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Member to some other Officer or agent of the Company, 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 Member or the Chief Executive Officer from time to time.

(c) Vice Presidents. The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Member, the Chief Executive Officer or the President shall designate from time to time.

(d) Secretary. The Secretary shall: (i) keep and be the custodian of the books and records of the Company; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by the LLC Act or other applicable law; (iii) keep a register of the address of each Member, which shall be furnished to the Company by such Member; and (iv) in general perform all duties incident to the office of Secretary and such other duties as may be prescribed by the Member, the Chief Executive Officer or the President from time to time.

(e) Assistant Secretaries. The Assistant Secretaries may assume and perform the duties of the Secretary in the absence or disability of the Secretary or whenever the office of the Secretary is vacant. The Assistant Secretaries shall also perform such other duties and have such other powers as the Member, the Chief Executive Officer or the President shall designate from time to time.

(f) Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts of moneys due and payable to the Company from any source whatsoever, and deposit all



such moneys not otherwise employed in the name of the Company in such bank, savings and loan association, trust company or other depositories as shall be selected by the Member; and (iii) in general perform all the duties incident to the office of Treasurer and such other duties as may be prescribed by the Member, the Chief Executive Officer or the President from time to time. If required by the Member, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Member shall determine.

7.4 Compensation. The Officers of the Company shall receive such compensation, if any, as may be fixed from time to time by the Member. No Officer shall be prevented from receiving such compensation by reason of the fact that such Officer is also an officer of the Member.

7.5 Resignations. Any Officer may resign at any time by giving notice to the Member. A resignation of an Officer need not be accepted in order to be effective.

7.6 Removal. Any Officer may be removed, with or without cause, by the Member.

7.7 Vacancies. A vacancy in any office may be filled by the Member.

## **ARTICLE VIII. LIMITATION ON LIABILITY AND INDEMNIFICATION**

8.1 Limitation on Liability. Except as otherwise provided by the LLC Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Indemnified Person (as defined below) shall be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or officer, director, manager, partner, principal, equityholder, employee, or affiliate of a Member or the Company.

8.2 Indemnification and Contribution. Neither the Member nor any officer, director, manager, partner, principal, equityholder, employee or affiliate of the Member or the Company (each, an "Indemnified Person"), as the case may be, shall be liable, responsible or accountable, whether directly or indirectly, in contract or tort or otherwise, to the Company or to the Member (or to any affiliate thereof), as applicable, for any losses, claims, damages, liabilities or expenses, including but not limited to, reasonable attorneys' fees (collectively, "Damages"), asserted against, suffered or incurred by the Company or by the Member (or by any affiliate thereof) arising out of, relating to or in connection with any action taken or omitted by the Indemnified Person within the scope of the authority conferred upon such Indemnified Person by this Agreement or the LLC Act, provided that such Indemnified Person shall have acted in good faith and in the belief that such act or omission was in the best interests of the Company and, provided further, that such Indemnified Person shall not have engaged in fraud, willful misconduct or gross negligence. The Company shall, and hereby does, indemnify and hold harmless and agrees to defend each Indemnified Person from and against any Damages asserted by any Person (whether against the Company, the Member or such Indemnified Person) or otherwise incurred by such Indemnified Person by reason of any act performed by such Indemnified Person in accordance with the standards set forth in this Section 8.2 or in enforcing the provisions of the



indemnities contained in this Section 8.2. Notwithstanding anything to the contrary contained in this Agreement, the Member shall have no personal liability with respect to the indemnities set forth in this Section 8.2, and any such indemnities shall be satisfied solely out of the assets of the Company.

8.3 Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid out of Company funds in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by the Indemnified Person to repay such amount unless it shall ultimately be determined that it is entitled to be indemnified by the Company.

8.4 Provisions Not Exclusive. The exculpation of liability and indemnification provided by this Article VIII shall not be deemed exclusive of any other limitation on liability or rights to which those seeking indemnification may be entitled under any statute, agreement, Member vote or otherwise.

## **ARTICLE IX.**

### **TRANSFER OF MEMBERSHIP INTERESTS**

9.1 No Restriction on Transfer. The Member may assign, sell, pledge, encumber, give or otherwise transfer, dispose of or alienate ("Transfer") all or any portion of its Membership Interest as allowable by the LLC Act and applicable law.

9.2 Admission of New Member.

(a) Upon a Transfer or other event resulting in more than one Member of the Company, this Agreement shall be amended to reflect such multiple Members' respective rights, interests and obligations.

(b) Any transferee, assignee, designee, pledgee or legal representative (each a "Transferee") of the Member, pursuant to a Transfer permitted under this Agreement, shall execute and deliver such other instruments and documents necessary to cause the Transferee to become a Member, and pay all reasonable expenses in connection with such Transferee's admission as a Member, including, but not limited to, the cost of preparation and filing of any amendment of this Agreement.

(c) A Transferee who is admitted as a Member pursuant to this Section 9.2 shall have, to the extent transferred, the rights and powers, and shall be subject to the restrictions and liabilities, of the Member under this Agreement, as amended, and the LLC Act.

(d) In the event the Member makes any Transfer, the Member agrees to provide (and to cause the Transferee to provide) to the Company such information regarding the consideration or transfer price of such Membership Interests, and any other information that the Company may reasonably request to permit the Company to prepare financial statements and tax returns in a timely manner.

9.3 Terms of Admission of New Member; Creation of Preferred or Special Interests. The Member shall have the right to admit new Members in exchange for property, cash or services on such terms as the Member may determine, and in connection therewith the Member may create series or classes or groups of Members (including the existing Member) having such relative rights, powers and duties as the Member may from time to time establish, including rights, powers and duties senior to the existing Member and may amend Exhibit A hereto to reflect changes in Membership Percentages in exchange for any such property, cash or services or resulting from the redemption of Membership Interests.

**ARTICLE X.**  
**DISSOLUTION AND TERMINATION**

10.1 Dissolution. The Company shall continue in perpetuity unless earlier dissolved upon the first to occur of the following:

- (a) the execution by the Member of a written instrument of dissolution;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the LLC Act; or
- (c) the sale or other disposition of all or substantially all of the Company's assets.

10.2 Liquidating Distribution. In the event of the dissolution of the Company for any reason, the assets of the Company shall be liquidated for distribution in the following rank and order:

- (a) first, to the payment and discharge of all the debts and liabilities in the order of priority as provided by the LLC Act;
- (b) second, to the establishment of any necessary reserves to provide for contingent liabilities, if any; and
- (c) third, to the Member.

10.3 Liquidating Trustee. Upon the dissolution of the Company, the affairs of the Company shall be wound up and terminated and its assets shall be distributed exclusively by the Person as is selected at the time of dissolution by the Member (the "Liquidating Trustee"). The Liquidating Trustee shall be empowered to give and receive notices, reports and payments in connection with the dissolution, liquidation and/or winding-up of the Company and shall hold and exercise such other rights and powers as are necessary or required to permit all parties to deal with the Liquidating Trustee in connection with the dissolution, liquidation, and/or winding-up of the Company and to effectuate the termination of the Company.



**ARTICLE XI.**  
**MISCELLANEOUS**

11.1 Amendment. This Agreement may be modified or amended at any time by the written approval of the Member.

11.2 Further Assurances. The Member agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments and documents, and do such other acts and things as may be required by law or to carry out the intent and purposes of this Agreement.

11.3 Notices. Any and all notices or other communications provided for herein shall be in writing and shall be considered duly given upon the earliest to occur of (a) personal delivery, (b) two (2) days after being delivered to a nationally recognized overnight courier or service, (c) three (3) days after being mailed by registered or certified mail, return receipt requested, postage prepaid or (d) the delivering party's receipt of a written confirmation of an electronic transmission. All notices shall be addressed to the Company at its principal office and to the Member at its address contained on the books of the Company. Either party may change its address by giving notice to the other party as provided herein.

11.4 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law. In the event of a conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provisions of this Agreement shall control and take precedence.

11.5 Captions; Pronouns. All articles and section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

11.6 Successor and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto, and, except as otherwise herein expressly provided, their respective executors, administrators, legal representatives, successors and assigns.

11.7 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to any other party or circumstances shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

11.8 Entire Agreement. This Agreement, including any exhibits and schedules thereto, contains the entire understanding and agreement of the parties hereto relating to the subject matter and supersedes all prior agreements relative hereto which are not contained herein.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement.

*Signature page follows.*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**THE COMPANY:**

**SPECTROTEL OF THE WEST LLC**

By: \_\_\_\_\_

Name: Jacob Dayan

Title: Authorized Person

**THE MEMBER:**

**SPECTROTEL HOLDING COMPANY, LLC**

By: \_\_\_\_\_

Name: Jacob Dayan

Title: Authorized Person

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF SPECTROTEL OF THE WEST LLC**

**Exhibit A**

<b><u>MEMBER</u></b>	<b><u>CAPITAL CONTRIBUTION</u></b>	<b><u>MEMBERSHIP PERCENTAGE</u></b>
Spectrotel Holding Company, LLC	\$10.00	100%



Attachment 2

Organizational Chart

### Pre-Restructuring Organization

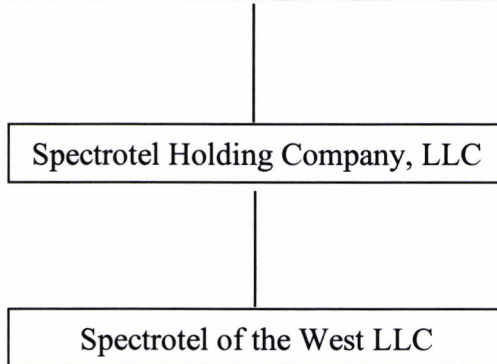
Spectrotel, Inc.

### Post-Restructuring Organization

Spectrotel, Inc.

Spectrotel Holding Company, LLC

Spectrotel of the West LLC



# State of Idaho

Office of the Secretary of State

## CERTIFICATE OF REGISTRATION OF SPECTROTEL OF THE WEST LLC

Filing Number: 3950300

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 30 July 2020



*Lawrence Denney*  
Lawrence Denney  
Secretary of State

Processed by: Business Division