



LIMITED LIABILITY COMPANY AGREEMENT
OF
LOGOS OPERATING, LLC

(a New Mexico Limited Liability Company)

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This Limited Liability Company Agreement (as amended from time to time in accordance with the terms hereof, this "Agreement") of LOGOS Operating, LLC, a New Mexico limited liability company (the "Company"), is entered into and effective as of January 6, 2012, by the undersigned as sole member of the Company (the "Member").

WITNESSETH:

WHEREAS, the Member desires to complete and perfect the organization of the Company, a limited liability company under the New Mexico Limited Liability Company Act (as amended from time to time, the "Act"); and

WHEREAS, the Articles of Organization (the "Articles") of the Company were filed in the office of the New Mexico Public Regulation Commission on January 6, 2012;

NOW THEREFORE, in consideration of the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Name. The name of the Company is LOGOS Operating, LLC.
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act (including acquiring, managing and disposing of real and personal property), and engaging in any and all activities necessary, convenient, desirable, or incidental to the foregoing.
3. Registered Office. The registered office of the Company required by the Act to be maintained in the State of New Mexico shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Member may designate in the manner provided by law.
4. Registered Agent. The registered agent of the Company in the State of New Mexico shall be the initial registered agent named in the Articles or such other person or persons or entity or entities as the Member may designate in the manner provided by law.
5. Formation. Effective as of the date and time of filing of the Articles in the office of the New Mexico Public Regulation Commission, the Company has been formed as a limited liability company under the Act. The Company's existence commenced upon the filing of the Articles in the office of the New Mexico Public Regulation Commission, and the period of

duration of the Company shall be perpetual, unless it is earlier dissolved in accordance with the provisions of this Agreement. The execution of the Articles by the person named therein, as authorized person on behalf of the Company, and the filing thereof in the office of the New Mexico Public Regulation Commission are hereby ratified, confirmed, and approved by the Member.

6. Membership.

6.1 Membership Interests. The limited liability company interests of the Company (the "Membership Interests") shall be comprised of one class of interests referred to herein as "Common Interests". The Common Interests shall be issued in unit increments (each, a "Unit and collectively the "Units") upon terms and conditions determined by the Member. The Company is hereby authorized to issue 100 Units of Common Interests and the Company is authorized, subject to Paragraph 16 hereof, to issue Membership Interests and other securities from time to time to Members or to other persons or entities. The initial Member shall own 100 Units, which shall constitute 100% of the Common Interests of the Company, as set forth in Paragraph 6.2 hereof. The Membership Interests shall be uncertificated.

6.2 Initial Member. The name and the business, residence or mailing addresses of the initial member of the Company, and the Units and initial Membership Interest of the Member, are as follows:

Name	Address	Units and Initial Membership Interest
LOGOS Resources, LLC	200 Clarendon Street, 55th Floor Boston, Massachusetts 02117	100 Units (100%)

7. Powers. The Company shall have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, and shall have and may exercise all powers and authorities, statutory or otherwise, conferred upon limited liability companies under the laws of the State of New Mexico.

8. Management of the Company. Except as otherwise provided by law or herein, the business and affairs of the Company shall be managed by or under the direction of the Member. The Member shall have full and complete discretion to manage, and make all decisions affecting, the business and affairs of the Company, and to authorize such actions as necessary, appropriate or convenient to or for the furtherance of the purposes of the Company described herein.

8.1 Meetings of the Member. Meetings of the Member may be called for any purpose or purposes at such date, time, and place as the Member shall designate.

8.2 Resolutions; Consent of the Member in Lieu of Meeting. All resolutions adopted at any meeting of the Member shall be reduced to writing and included in the minutes of such meeting. Any action that may be taken at any meeting of the Member may be taken

without a meeting and without prior notice and without a vote if a consent in writing setting forth the action so taken is signed by the Member.

8.3 Powers of the Member. The Member is an agent of the Company's business and, except as otherwise expressly provided herein, the Member may bind the Company in accordance with authority set forth in this Agreement or vested in a resolution of the Member.

9. Officers. Officers of the Company, including a President, any number of Vice Presidents, a Secretary and such other officers as the Member may from time to time appoint, may be appointed and removed as decided by the Member. Except as otherwise specified by the Member, Officers of the Company shall have such authority and perform such duties in the management of the Company as generally pertain to their respective offices and shall have such other powers as delegated by the Member. Notwithstanding the foregoing sentence, the Officers of the Company shall have no authority to perform any action the performance of which is reserved to the Management Committee (as defined in the limited liability company agreement of the Member) in the limited liability company agreement of the Member, unless authorized in writing by such Management Committee to perform such action. Any officer appointed by the Member may be an employee of the Member or any affiliate of the Member. Each officer of the Company is an agent of the Company's business and, except as otherwise expressly provided herein, each officer may bind the Company in accordance with authority set forth in this Agreement or vested in a resolution of the Member. Each officer appointed by the Member shall be an "authorized person" within the meaning of the Act, with authority to execute, deliver and file the Articles and all other certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the New Mexico Public Regulation Commission.

10. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act or (c) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act.

11. Capital Contributions. The Member has contributed the following amount, in cash, and no other property, to the Company:

Name	Amount of Capital Contribution
LOGOS Resources, LLC	[REDACTED]

12. Additional Contributions. The Member is not and shall not be required to make any additional capital contribution to the Company. Any additional capital contributions shall be determined by the Member in its sole discretion and may be in the form of cash, securities, or tangible assets.

13. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contribution of the Member.

14. Distributions. Distributions shall be made by the Company to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law. The Member will be obligated to return any distribution from the Company only to the extent, and during the period, such return is required under Section 53-19-27 of the Act.

15. Assignments. The Member may only assign in whole or in part its limited liability company interest with the prior written consent of the Member.

16. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Upon the admission of any additional member to the Company, this Agreement shall be amended as the members shall agree to reflect the admission of such additional member.

17. Liability of Members and Other Persons. Neither the Member, nor any of the officers or directors of the Company, nor any "authorized person" (within the meaning of the Act) of the Company shall have any liability for the obligations or liabilities of the Company solely by reason of being a member, officer, director or "authorized person", as the case may be, except to the extent provided in the Act. Neither the Member nor any of its affiliates, partners, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever. Except as otherwise agreed in writing, each of the Member and its affiliates, partners, members, directors, managers, officers, and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

18. Amendments. The provisions of this Agreement may be amended, modified or waived only with the written consent of the Member.

19. Governing Law. This Agreement shall be governed by and construed under, the laws of the State of New Mexico, all rights and remedies being governed by said laws.

20. Miscellaneous.

20.1 To the fullest extent permitted by applicable law, neither the Member nor any officer, director, manager, authorized person, employee or agent of the Company nor any employee, representative, agent, director, manager, officer, or affiliate of the Member or any of its affiliates (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person

shall be liable for any such loss, damage or claim incurred by reason of such Covered Persons gross negligence or willful misconduct.

20.2 To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other person or entity bound by this Agreement for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.


20.3 None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Company or by any creditor of the Member or by any other person or entity other than the Company or Member. Nothing in this Agreement shall be deemed to create any right in any person or entity (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person or entity (other than Covered Persons).

20.4 Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

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IN WITNESS WHEREOF, the undersigned intending to be legally bound hereby,
has duly executed this Limited Liability Company Agreement as of the date first written above.

LOGOS RESOURCES, LLC

By: 
Name: Daniel R. Revers
Title: President