

**Limited Liability Company
Operating Agreement
of
MEI NORTHWEST LLC**

This Limited Liability Company Operating Agreement ("Agreement") dated effective as of February 11, 2016, is made by MARINE EXPRESS, INC., a California corporation (the "Initial Member") as the sole initial member of MEI NORTHWEST LLC. The Initial Member has formed a Washington limited liability company pursuant to the Beverly-Killea Limited Liability Company Act (the "Act"), and desires to memorialize such formation, as set forth herein. Capitalized terms shall have the meanings set forth in Article XI below unless the context otherwise requires. The Initial Member hereby declares and agrees as follows:

ARTICLE I

Name, Place of Business and Agent

The name of the Company is MEI NORTHWEST LLC. Its principal place of business is or such other place or places as a Majority-in-Interest of the Members may hereafter determine. Its resident agent in the State of Washington is Barrett and Gilman, 1000 Second Ave., suite 3500, Seattle Washington 98104. The Member shall have the right to change the Company's agent at any time and from time to time.

ARTICLE II

Business, Purpose, and Term of Company

Section 2.1 *Purpose.* The purpose of the Company shall be to do all such things for which limited liability companies may be formed under the Act.

Section 2.2 *Term of Agreement.* The term of this Agreement shall be deemed to have commenced on the date first set forth above and shall continue on a perpetual basis unless dissolved pursuant to Article VI of this Agreement.

Section 2.3 *Actions by Members.* Unless expressly provided otherwise in this Agreement, any action or determination by the Members shall be deemed effectively only if Members holding more than fifty percent (50%) of all Membership Interests (a "Majority-in-Interest") have consented or approved such action or determination.

ARTICLE III

Capital Contributions

Section 3.1 *Capital Contributions by Members:* Concurrently with mutual execution of this Agreement, the Initial Member shall contribute 300,000.00 to the capital of the Company, the value of which is set forth on Exhibit A attached hereto. Additional Capital Contributions shall be made from time to time as the Members shall determine.

Section 3.2 *Capital Accounts.* A Capital Account shall be maintained for each Member to which shall be credited (i) the Member's Capital Contributions and (ii) the Member's percentage share (the "Percentage") of all Company revenues as set forth on Exhibit A. Each

EXHIBIT A

MEI NORTHWEST LLC

MEMBERS, CAPITAL CONTRIBUTIONS AND PERCENTAGES

as of February 11, 2016

<u>Member's Name</u>	<u>Member's Address</u>	<u>Member's Capital Contribution</u>	<u>Member's Percentage Interest</u>
Marine Express, Inc. 2900 Main Street Alameda, Ca 94501		\$ <u>300,000.00</u>	100%
Totals		\$ <u>300,000.00</u>	100%