



AMENDED AND RESTATED FILED EFFECTIVE **ARTICLES OF ORGANIZATION** **LIMITED LIABILITY COMPANY**

2004 OCT 12 AM 10:00

(Instructions on back of application)

STATE OF IDAHO

1. The name of the limited liability company is:

MUSCLE INFUSION, LLC

2. The date the articles of organization were filed was: AUGUST 26, 2004

The Articles of Organization are amended and restated to read:

3. The name of the limited liability company is:

MUSCLE INFUSION, LLC

4. The registered agent and registered office is: KENDALL W. CAMERON
 2289 E. 17TH STREET, IDAHO FALLS, ID 83404

(signature of new registered agent)

5. The management of the limited liability company shall henceforth be vested in

☐ Manager(s) ☒ Members.

6. The name and address of at least 1 manager or member:

Name:

Address:

KENDALL W. CAMERON

2289 E. 17TH STREET, IDAHO FALLS, ID 83404

7. Signature of at least one manager, if any, or at least one member.

Signature KENDALL W. CAMERON MEMBER

Capacity

Typed Name KENDALL W. CAMERON

Signature _____

Capacity

Typed Name _____

Secretary of State use only

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 Revised 08/2004

IDAHO SECRETARY OF STATE
 10/12/2004 05:00
 CK: 1045 CT: 182786 BH: 770482
 1 @ 30.00 = 30.00 ARADLLC # 2

W 32838

OPERATING AGREEMENT
OF
MUSCLE INFUSION, LLC,
an Idaho Single-Member Limited Liability Company

This Operating Agreement of Muscle Infusion, LLC, ("the Agreement"), effective _____, 2004, is adopted, executed and agreed to, for good and valuable consideration, by the sole Member (as defined below).

1. Formation. Muscle Infusion, LLC, ("the Company") has been organized as an Idaho limited liability company under and pursuant to the Idaho Limited Liability Company Act ("the Act").

2. Sole Member. KENDALL W. CAMERON shall be the sole member of the Company ("the Member").

3. Contributions. The Member has made an initial contribution to the capital of the Company in the amount of at least One Thousand Dollars (\$1,000.00) in value. Without creating any rights in favor of any third party, the Member may, from time to time, make additional contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

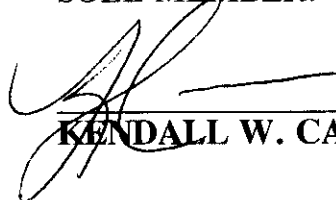
4. Distributions. The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company, and (b) to enjoy all other rights, benefits and interests in the Company.

5. Management. The management of the Company is fully reserved to the Member, and the Company shall not have "managers," as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company.

6. Dissolution. The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member may elect.

7. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho (excluding its conflict-of-laws rules).

SOLE MEMBER:



KENDALL W. CAMERON