

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the matter of whether the license of Thor) Docket No: 24-CONS-3001-CSHO
Operating, LLC (Operator) should be revoked.)
) CONSERVATION DIVISION
)
)
_____) License No: 36020

In the matter of the failure of Quito, Inc.) Docket No: 24-CONS-3072-CPEN
("Operator") to comply with K.A.R. 82-3-120.)
) CONSERVATION DIVISION
)
)
_____) License No: 33594

In the matter of the failure of Quito, Inc.) Docket No: 24-CONS-3086-CMSC
and/or Thor Operating, LLC to comply with)
K.A.R. 82-3-120 and K.A.R. 82-3-133.) CONSERVATION DIVISION
)
)
_____) License Nos: 33594 & 36020

REPLY TO MOTION TO COMPEL;
MOTION TO QUASH AND MOTION IN LIMINE

Comes Now Thor Operating, LLC (hereafter "Thor"), and for its Reply to Motion to Compel; Motion to Quash and Motion in Limine in these consolidated dockets, states as follows:

I. Summary of Initial Motion

1. The Motion to Compel arises in Docket No.: 24-CONS-3001-CSHO. In that docket, Staff of the Kansas Corporation Commission (hereafter "Staff") moved for the designation of a presiding officer and the scheduling of a prehearing conference.

Summarizing Staff's Motion, Staff noted that on February 17, 2023, Thor obtained a license from the Commission. Between April 6, 2023 and May 9, 2023, Staff received Request for Change of Operator (T-1) forms for eight (8) leases. Quito, Inc., license number 33594, was the past operator on each of the eight (8) leases upon which T-1s were filed; the leases were the Appleby, Dearmond, Flossie-White, McFarland-Delong, Morton, Sears, Wall and Williamson. Staff noted that the application for license renewal of Quito, Inc. (hereafter "Quito") was denied on February 9, 2023.

Staff notes that it suspects that Goetz was a Quito employee and obtained assistance from other employees or associates of Mr. Mark McCann in completing a Master Electronic Filing Certification during the process of obtaining a license for Thor.

Staff alleges documentation by District #3 Staff of various violations at 98 of the 143 wells on Quito's license in March of 2022.

Through its Motion, Staff seeks the opportunity to further investigate the applicability of K.S.A. 55-155(c)(4) and K.A.R. 82-3-120(g)(2). Finally, Staff opines that it would not be appropriate for an employee of an operator that had its license application denied and revoked by the Commission to continue operating the leases owned by that operator on another license. Staff further expressed its doubts that Thor would be able to follow the Commission's rules and regulations. Based upon the foregoing recitations, Staff stated that its position was that Thor's license should be revoked and the T-1's should be denied.

2. Subsequently, on September 26, 2023, Staff submitted its First Set of Interrogatories and Requests for Production of Documents to Thor.

II. Qualification for an Operator's License

3. K.S.A. 55-150 sets forth the statutory definition of an "operator" and a "person" as follows:

"(e) 'Operator' means a person who is responsible for the physical operation and control of a well, gas gathering system or underground porosity storage of natural gas."

(f) 'Person' means any natural person, partnership, governmental or political subdivision, firm, association, corporation or other legal entity."

Those two terms are similarly defined under K.A.R. 82-3-101, which provides:

"(48) 'Operator' means a person who is responsible for the physical operation and control for well, gas-gathering system, or underground natural gas storage facility.

(50) 'Person' means any natural person, corporation, association, partnership, governmental or political subdivision, receiver, trustee, guardian, executors, administrator, fiduciary, or any other legal entity."

Responsible is defined in Black's Law Dictionary, Revised Fourth Edition as:

"Liable, legally accountable or answerable."

In the present case, Thor is a Kansas Limited Liability Company. Goetz is its sole member. Copies of the Articles of Organization; Operating Agreement; and Certificate of Membership for Thor are each attached hereto and incorporated herein by reference as Exhibits "A-1", "A-2", and "A-3" respectively.

4. The focus of K.S.A. 55-155(c)(4) and K.A.R. 82-3-120(g)(2) is upon the applicant for an operator's license; in the present case, that is Thor. Thus, under the four factors set forth in K.S.A. 55-155(c)(4) and K.A.R. 82-3-120(g)(2):

(A) Does Thor demonstrate compliance? Stated alternatively, do the Commission's records demonstrate in any manner that Thor had failed prior to February 17, 2023, to demonstrate compliance with the requirements of Chapter 55 of the Kansas Statutes Annotated, all rules and regulations adopted thereunder and all Commission orders and enforcement agreements?

(B) Is Goetz the sole officer, director, partner or member of Thor? Does Goetz (who is the sole member of Thor) demonstrate compliance?

(C) Although the literal provisions of this element apply to entities issuing stock, applying a liberal interpretation, does any person other than Goetz own 5% or more of the membership interest of Thor, and if so, does that person demonstrate compliance?

(D) Does any person related to Goetz as a spouse, parent, brother, sister, child, parent-in-law, brother-in-law, or sister-in-law demonstrate compliance?

K.S.A. 55-155 does not impose any requirement that the applicant for an operator's license possess any particular level of education, training or experience either with respect to the drilling, completion or operation of oil and gas wells. There are no tests or examinations required by the statute to obtain an operator's license.

5. Other statutory and regulatory provisions which may have application to Staff's discovery request include K.S.A. 55-155(d) and K.A.R. 82-3-120(e).

K.S.A. 55-155(d) sets forth alternative methods by which an operator may annually demonstrate financial responsibility. Under subsection (3)(B), the operator may

pay a non-refundable fee of \$100.00 per year if there is an acceptable record of compliance demonstrated by the preceding 36 months, and the operator has no outstanding undisputed orders issued by the Commission or unpaid fines, penalties or costs assessed by the Commission and "has no officer or director that has been or is associated substantially with another operator that has any such outstanding orders or unpaid fines, penalties or costs".

The provisions of K.A.R. 82-3-120(e) define "an acceptable record of compliance", as meaning that both of the following conditions are met:

(1) The operator neither has been assessed by final order of the commission with \$3,000 or more in penalties nor has been cited by final commission order for five or more violations in the preceding 36 months.

(2) The operator has no outstanding undisputed orders or unpaid fines, penalties, or costs assessed by the commission and has no officer or director that has been or is associated substantially with another operator that has any such outstanding orders or unpaid fines, penalties, or costs.

Application of the "associational test" set forth in that subsection has been previously briefed in Docket No. 22-CONS-3115-CMSC relating to the application of Quito, Inc. for an operator's license renewal, and will not be repeated here. In short, subpart (d) of K.S.A. 55-155 and subpart (e) of K.A.R. 82-3-120 apply to the means by which the operator demonstrates continuing financial responsibility; those subparts do not bear upon the applicant's right to obtain an operator's license.

III. Relevance of Staff's Discovery

6. Thor submits that Interrogatories Nos. 1, 2, 6, 7, 8 and 10 are not relevant to Thor's right to receive or maintain an operator's license and are not reasonably calculated to lead to the discovery of evidence which would be admissible upon any of the four (4) factors applicable to eligibility for an operator's license set forth under K.S.A. 55-155(c)(4) and K.A.R. 82-3-120(g)(2).

Staff's Interrogatory #1 states:

"Please list all oil and gas operators and all companies owned in whole or in part by Mark McCann that Mr. Scott Goetz of Thor Operating, LLC, has performed work with or for over the past 10 years."

Whether Goetz has worked with or performed work for an operator or company owned by Mark McCann is not relevant to any of the 4 eligibility factors. Thor previously objected to this interrogatory in its response.

Staff's Interrogatory #2 states:

"Of the companies identified in response to Question 1, please list Mr. Goetz's position or role with each of those companies and the time period of the work."

What Goetz' position or role was with an operator or company owned by Mark McCann and the time period when Goetz performed work is not relevant to any of the 4 eligibility factors. Thor previously objected to this interrogatory in its response.

Staff's Interrogatory #6 states:

"Please list all investors in Thor Operating or Mr. Goetz and the amount of money invested since November 2022."

Whether there are any investors in Thor or Mr. Goetz, and the amounts of money which any such investor has contributed since November 2022 is not relevant to any of the 4 eligibility factors. The legislative criteria requires Thor to demonstrate that any officer, director, partner or member of Thor demonstrate compliance; it does not require investors to demonstrate compliance. Thor previously objected to this interrogatory in its response.

Staff's Interrogatory #7 states:

"Please list the amount of monies received or paid on behalf of Thor Operating, LLC or Mr. Goetz since November 2022 and list the name of the provider."

The amount of monies received or paid on behalf of Thor since November 2022 are not relevant to the 4 factors governing Thor's eligibility to obtain and maintain a license. Who provided those funds has no bearing on Thor's eligibility for a license. K.S.A. 55-150(e) and K.A.R. 82-3-101(48) impose no requirement upon the operator to pay, directly or indirectly, costs or expenses associated with any operation upon an oil or gas lease, including operations designed to maintain compliance. There is no statutory or regulatory provision that prohibits a person or entity other than the operator from paying such costs and expenses. Thor previously objected to this interrogatory in its response.

Staff's Interrogatory #8 states:

"Please provide a list detailing the hierarchy structure of Thor Operating, LLC employees and independent contractors."

Beyond the issue of whether Goetz is the sole officer, director, partner or member of Thor, the hierarchical structure of Thor is not relevant to the 4 eligibility factors. Whether Scott Goetz is Thor's only employee, or whether Thor employs hundreds, is irrelevant to any of the 4 eligibility factors. Thor previously objected to this interrogatory in its response.

Staff's Interrogatory #10 states:

"Please list all royalty interest owners (including overriding royalty owners) and the percentage of their interest in the Appleby, Dearmond, Flossie-White, McFarland-Delong, Morton, Sears, Wall, and Williamson leases."

The term "royalty", when properly used, refers to a cost-free share of production from a well credited to the royalty interest owner. A royalty interest is normally associated with a mineral interest which has been leased and refers to the share of production reserved to the lessor mineral interest owner by the terms of the lease. Bellport v. Harrison, 123 Kan. 310, 312-13, 255 P. 52, 53 (1927); Stratmann v. Stratmann, 6 Kan. App.2d 403, 406, 628 P.2d 1080, 1084 (1981).

Typically, a mineral interest owner will transfer the right to explore and develop the mineral interest, commonly referred to as the development rights, to a person or entity who specializes in developing oil and gas. The instrument used to transfer the development rights, and specify each party's obligations in the process, is the oil and gas lease. The lessee obtains the mineral interest owner's right to enter the premises

and conduct exploration and development operations. The Court in Mulsow v. Gerber Energy Corp., 237 Kan. 58, 697 P.2d 1269 (1985) defines working interest as follows:

“The lessee’s share of the oil and gas lease is termed the ‘working interest.’ It is the lessee’s interest in oil and gas proceeds after deduction of the royalty paid to the landowner. The working interest owner bears the expense of exploration, drilling, and producing oil and gas.”

The ownership of landowner’s, overriding or other non-participating royalty interests in the Appleby, Dearmond, Flossie-White, McFarland-Delong, Morton, Sears, Wall and Williamson leases is not relevant to the 4 eligibility factors. Thor previously objected to this interrogatory in its response.

Similarly, Requests for Production of Documents Nos. 13 (bank records for accounts that Goetz has had access to since November, 2022), 15 (lease agreements or similar documents that include Goetz and/or Thor), 16 (invoices for Goetz and/or Thor since November, 2022), and 17 (all written documentation including text messages and emails between Goetz and Mark McCann, Chris Williams [or] anyone else acting on behalf of Mr. McCann, or current or former employees/independent contractors of Quito, Inc., since November, 2022) are not relevant to the 4 eligibility factors.

7. As is evident from Staff’s Motion to Compel, Staff seeks to explore the connection between Thor and Quito, Inc., or any other entities including Kansas Production Company, Inc., owned by Mark McCann. While this information may be relevant for determining Thor’s financial responsibility under K.S.A. 55-155(d) and K.A.R.

82-3-120(e), it is entirely irrelevant to Thor's eligibility to obtain and maintain an operator's license.

Even if Scott Goetz, as the Manager of Thor, has been or is associated substantially with Quito, Inc., Mark McCann or another company owned or controlled by Mark McCann, the "connection" between those persons or entities is irrelevant to the 4 factors prescribed as determinative of license eligibility. As noted in Staff's Motion, the working interest in the eight leases belongs to Kansas Production Company, Inc., one of Mr. McCann's companies. Such information may be relevant to establish a substantial association, and have a bearing on Thor's financial responsibility obligation, but it is not relevant to the 4 factors governing license entitlement. Communications between Mr. Goetz and Mark McCann, Chris Williams, or anyone else acting on behalf of Mr. McCann or current or former employees/independent contractors of Quito, Inc., since November 2022, may relate to the substantial association test, but any such communications do not bear upon Thor's eligibility to obtain and maintain a license. In pursuing discovery in this docket, it appears that Staff attempts to conflate a fact or element bearing upon Thor's financial responsibility obligation with Thor's eligibility to obtain and maintain an operator's license. By blurring this important distinction set out in the clear and unambiguous language of the applicable statutes and regulations, Thor contends that Staff is attempting to subvert the proper scope of its inquiry, and to improperly apply facts or information bearing

upon an operator's financial responsibility obligations to determine an operator's eligibility to obtain and maintain an operator's license.

MOTION TO QUASH AND MOTION IN LIMINE

8. Because Staff's discovery request is not relevant to the 4 eligibility factors under K.S.A. 55-155(c)(4) and K.A.R. 82-3-120(g)(2), insofar as Interrogatories Nos. 1, 2, 6, 7, 8 and 10, and Requests for Production of Documents Nos. 13, 15, 16, and 17, Thor moves to quash those discovery requests. Thor further moves the Commission for its order limiting the testimony and evidence which Staff offers to admit in this proceeding to the testimony and evidence which is relevant and has a bearing upon the 4 eligibility factors above set forth.

SUBMITTED BY:

JOHN R. HORST, P.A.

By /s/ John R. Horst

JOHN R. HORST

207 W. FOURTH AVE.

P.O. BOX 560

CANEY, KS 67333

Attorney for Thor Operating, LLC

Our File #3133.1

S. Ct. #09412

CERTIFICATE OF SERVICE

I, the undersigned, certify that a true copy of the above Reply to Motion to Compel; Motion to Quash and Motion in Limine has been served to the following by means of electronic service on December 28, 2023

Kelcey Marsh, Litigation Counsel
Kansas Corporation Commission
Central Office
266 N. Main St, Ste 220
Wichita, KS 67202-1513
Fax: 785-271-3354
k.marsh@kcc.ks.gov

Jonathan R. Myers, Asst. General Counsel
Kansas Corporation Commission
266 N. Main St., Ste. 220
Wichita, KS 67202-1513
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Troy Russell
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Ryan Duling
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r.duling@kcc.ks.gov

/s/ John R. Horst
JOHN R. HORST



Limited Liability Company Articles of Organization

The name of the Limited Liability Company:

Thor Operating, LLC

File date: 02/10/2023

File time: 13:35:51

Business Entity ID Number: 8040933

Registered Office in Kansas:

- 207 W 4th Ave
- Caney, Kansas
- 67333

Name of the resident agent at the registered office:

John R Horst

Mailing address for official mail:

- Thor Operating, LLC
- 5239 Nowata Rd
- Apt 101
- Bartlesville, OK
- 74006 USA

Name of the organizer(s):

Scott Joe Goetz

I/We declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Execution date: 02/10/2023

The signature(s) of the organizer(s):

Scott Joe Goetz

Scott Joe Goetz



I, Scott Schwab, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 02/10/2023.

Scott Schwab

Kansas Secretary of State

Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594
phone: (785) 296-4564 - email: kssos@ks.gov - url: <https://sos.kansas.gov/>



OPERATING AGREEMENT

OF

THOR OPERATING, LLC

Effective Date: February 10, 2023
The Company: Thor Operating, LLC
Member: Scott Joe Goetz

THIS AGREEMENT is made and entered into this 10th day of February, 2023 (the "**Effective Date**"), by Scott Joe Goetz, the sole member of the company.

ARTICLE I **Definitions**

As used in this Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

1.1 **Articles of Organization**. The term "**Articles of Organization**" shall mean the articles electronically filed with the Kansas Secretary of State forming the Company, as supplemented by the written Articles of Organization executed this date, and as amended from time to time.

1.2 **Member**. The term "**Member**" shall mean Scott Joe Goetz, and any person (including any legal entity) who becomes a Member.

1.3 **Membership Interest**. The term "**Membership Interest**" shall mean a member's ownership Interest in the Company as set forth in Article VI.

ARTICLE II **Name and Offices**

2.1 **Name**. The name of this limited liability company is Thor Operating, LLC, which is referred to in this Agreement as the "**Company**".

2.2 **Principal Office**. The Principal Office of the Company shall be 5239 Nowata Road, Apt. 101, Bartlesville, Washington County, Oklahoma. The Member may designate other offices in or outside the State of Oklahoma.

2.3 **Registered Office.** The initial Registered Office of the Company is 207 W. 4th Ave., Caney, Montgomery County, Kansas, and the initial Registered Agent at such address is John R. Horst. The Registered Office and Registered Agent may be changed by the Manager by filing the required documents in the Office of the Kansas Secretary of State.

ARTICLE III **Management of Company**

The management of the Company shall be vested in its Manager in the manner described in the Articles of Organization of the Company and in this Agreement. The initial Manager is Scott Joe Goetz, who shall serve until his successor is elected and qualified.

ARTICLE IV **Meetings of Members**

4.1 **Annual Meetings.** The Annual Meeting shall be held on the 1st Tuesday in February of each year at 10:00 o'clock a.m., or if that day should be a legal holiday, on the next succeeding day which is not a legal holiday. Failure of the Member to hold the annual meeting shall not affect the validity of the Company or any business transacted on behalf of the Company by the Manager, or any other person authorized to act on behalf of the Company. The Manager shall be elected at the annual meeting.

4.2 **Regular Meetings.** The Member may by resolution prescribe the time and place for holding regular meetings and may provide that adoption of such resolution shall constitute notice of regular meetings.

4.3 **Special Meetings.** Special meetings may be called at any time by the Manager or by any Member holding not less than fifty percent (50%) of the Membership Interests of the Company. Any such special meeting shall be called upon a minimum of ten (10) days written notice and not more than sixty (60) days written notice.

4.4 **Place of Meetings.** All meetings shall be held at the principal place of business of the Company, or such other place as may be determined by the consent of the Member and set forth in the notice of such meeting.

ARTICLE V
Voting and Authority to Act for Company

5.1 **Determination of Votes.** The Member shall be entitled to vote in proportion to his initial contribution to the capital of the Company. There shall be a total of One Hundred votes allocable to the Member's interest in the Company.

ARTICLE VI
Contributions to and Interests in the Company

6.1 **Initial Capital Contribution.** Member shall receive the interest in the Company ("**Interest**" or "**Membership Interest**") shown below:

<u>Member</u>	<u>Interest</u>
Scott Joe Goetz	100%

6.2 **Certificates of Membership Interest.** Certificates of Membership Interest in the Company shall be in such form as shall be determined by the Member. Such Certificates shall be signed by the Manager and shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Certificate is issued, with the initial capital contribution, shall be entered in a Certificate Register maintained by the Company. In case of a lost, destroyed, or mutilated Certificate, a new one may be issued upon such terms and indemnity to the Company as the Member may prescribe.

6.3 **Transfer of Certificates.** Transfer of Interest in the Company shall be made only on the entry of transfer on the books of the Company.

6.4 **Legend on Certificates.** All Certificates evidencing Interest in the Company shall be issued subject to the provisions of this Agreement and shall bear the following legend:

THE SALE, TRANSFER, OR ENCUMBRANCE OF AN INTEREST IN THOR OPERATING, LLC IS SUBJECT TO THE OPERATING AGREEMENT FOR THOR OPERATING, LLC, DATED AS OF FEBRUARY 10, 2023, BY THE COMPANY'S MEMBER. A COPY OF SUCH OPERATING AGREEMENT IS ON FILE IN THE OFFICE OF THE COMPANY. BY ACCEPTING ANY INTEREST IN THE COMPANY, AS EVIDENCED BY THIS CERTIFICATE, THE HOLDER OF THIS

CERTIFICATE AGREES TO BE BOUND BY THE TERMS OF SUCH OPERATING AGREEMENT.

ARTICLE VII
Profits and Losses

7.1 Determination of Profits and Losses. **Profits and losses for the Company's** fiscal year shall be an amount equal to the Company's taxable income or loss for such year determined in accordance with the Internal Revenue Code ("**Code**") with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing profits or losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company not deductible for federal income tax purposes and not otherwise taken into account in computing profits and losses shall be subtracted from such taxable income or loss.

ARTICLE VIII
Capital Accounts

8.1 **Capital Account to be Maintained.** The Company shall maintain a capital account for the Member so that the balance of the Member's Capital Account at any time shall generally equal the sum of such Member's capital contributions to the Company plus the Member's allocable share of Company profits, decreased by the amount of any distributions to the Member from the Company and by such Member's allocable share of Company losses.

ARTICLE IX
Fiscal and Accounting Matters

9.1 **Fiscal Year.** The fiscal year of the Company shall be the calendar year.

9.2 **Books and Records.** The Company shall keep books and records in accordance with generally accepted accounting principals, consistently applied, of all accounts, transactions, and business of or concerning the Company.

9.3 **Banking.** The funds of the Company shall be deposited in its name at

such bank or banks as shall be designated by the Member, and the Company shall arrange for the appropriate conduct and control of such account(s).

ARTICLE X
Dissolution

10.1 **Dissolution.** The Company shall be dissolved upon the death of the Member or any other event specified in the Articles of Organization of the Company; PROVIDED that any fiduciary of the Member's estate, heir-at-law or beneficiary of the Member's membership interest may elect to continue the business of the Company, and the Company and its business shall continue uninterrupted under the terms of this Agreement, as it may then be amended by any such successor.

ARTICLE XI
Miscellaneous

11.1 **Indemnification.** The Company may indemnify any Manager, Member, employee, or agent against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding, if the Member determines that he acted in good faith and in a manner he reasonably believed to be in the best interest of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith, and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 **Amendments.** This Agreement may be altered, amended, restated, or repealed, and a new Operating Agreement may be adopted by the Member.

11.3 **Notices.** All notices given pursuant to this Agreement shall be directed to the Member at the address set forth in Section 2.2 of this Agreement or to such address as the Member may hereafter designate in writing to the Company. All notices given pursuant to this Agreement shall be directed to the Manager at 5239 Nowata Road, Apt. 101, Bartlesville, Oklahoma 74006, or to such address as the Manager may hereafter designate in writing to the Company.

11.4 **Applicable Law and Interpretation.** This Agreement shall be construed in accordance with the laws of the State of Kansas. Except to the extent otherwise herein specifically provided, the relationship between the parties to this Agreement shall be governed by and construed in accordance with the applicable provisions of the Kansas Limited Liability Company Act. The titles of Articles and Sections have been inserted for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. Whenever necessary and appropriate in this Agreement, and where the context admits, the singular word shall include the plural, the masculine shall include the feminine, and the personal shall include the impersonal.

11.5 **Invalidity of Particular Provisions.** If any provisions of this Agreement or the application thereof to any person or circumstances shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.6 **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Dated: February 10, 2023.

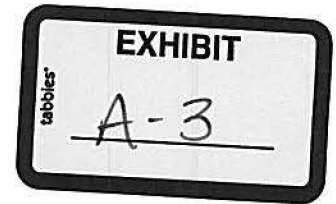

Scott Joe Goetz

EXHIBIT "A"

CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTEREST IN
THOR OPERATING, LLC

MEMBER	CAPITAL CONTRIBUTION	INTEREST
Scott Joe Goetz	\$100.00	100%

Certificate No. 1



CERTIFICATE OF MEMBERSHIP
OF
THOR OPERATING, LLC

This certificate, issued this 10th day of February, 2023 to Scott Joe Goetz, evidences his ownership of a membership interest in Thor Operating, LLC, (the Company), representing a capital interest of 100% of the Company, and this certificate entitles the member above named to 100 votes in the Company.

THE SALE, TRANSFER, OR ENCUMBRANCE OF AN INTEREST IN THOR OPERATING, LLC IS SUBJECT TO THE OPERATING AGREEMENT FOR THOR OPERATING, LLC, DATED AS OF FEBRUARY 10, 2023, BY THE COMPANY'S MEMBER. A COPY OF SUCH OPERATING AGREEMENT IS ON FILE IN THE OFFICE OF THE COMPANY. BY ACCEPTING ANY INTEREST IN THE COMPANY, AS EVIDENCED BY THIS CERTIFICATE, THE HOLDER OF THIS CERTIFICATE AGREES TO BE BOUND BY THE TERMS OF SUCH OPERATING AGREEMENT.

In witness whereof, the undersigned, managing member of Thor Operating, LLC has executed this certificate the day and year above first written.



Scott Joe Goetz, Manager