

Page 1



ARTICLES OF ORGANIZATION
OF
QUANTUM REAL ESTATE, L.L.C.

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska do hereby make this written certificate in duplicate and hereby verify:

1. Name. The name of the Company shall be QUANTUM REAL ESTATE, L.L.C.
2. Purpose. The purpose of the Company shall be to broker real estate acquisitions and sales receiving compensation for such efforts in the form of a commission for properties owned by others and not for the account of any member.
3. Principal Place of Business - Registered Agent. The address of the principal place of business of the Company in Nebraska is:

1925 North 120th Street
Omaha, Nebraska 68154

The name and address of the Company's registered agent in Nebraska is:

Scott M. Brown
One Bennington Place
1925 North 120th Street
Omaha, Nebraska 68154

4. Property Contributed. The total amount of cash contributed by the organizational Members is as follows:

Djel Ann Brown, Trustee	\$200.00
Randy G. Brown	\$100.00
Marietta E. Luellen	\$100.00
Scott M. Brown	\$100.00

5. Additional Contributions. The Members have not agreed to make any additional contributions of capital in the future.

6. Additional Members. New Members may be admitted in the Company upon the approval of a majority in interest of the Members, only if they agree to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm their agreement to be bound by all the covenants, terms and conditions of the Operating Agreement, as the same may have been amended. Except as provided in the Operating Agreement, the interests of

Page 2

the Members in the Company may not be transferred or assigned, sold, pledged, mortgaged or in any way caused a lien to be placed against or encumbered or otherwise disposed of.


7. Management. The Company is to be managed by one (1) manager who shall have the powers and duties set forth in the Operating Agreement. Scott M. Brown whose address is 1925 North 120th Street, Omaha, Nebraska, shall serve as the manager until the first annual meeting of members or until his or her successor is elected and qualified.

8. Distributions of Capital Contributions. Except as provided in the Operating Agreement of the Company, by unanimous agreement of all of the Members, a Member may receive out of Company property any part of his or her contributions to capital.

9. Internal Affairs. The regulation of the internal affairs of the Company are set forth in the Operating Agreement of the Company and shall govern the operation of the business and the Members accordingly.

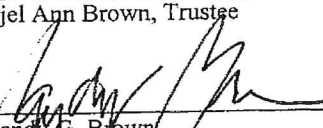
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at the place and date specified immediately adjacent to their respective names.

Executed at Omaha, Nebraska
On September 27, 2001



Djel Ann Brown, Trustee

Executed at Omaha, Nebraska
On September 27, 2001



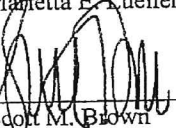
Randy G. Brown

Executed at Omaha, Nebraska
On September 27, 2001



Manietta E. Luellen

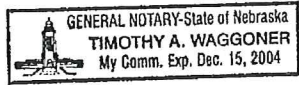
Executed at Omaha, Nebraska
On September 27, 2001



Scott M. Brown

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 27th day of September, 2001, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Djel Ann Brown, Trustee of the Djel Ann Brown Revocable Trust, Randy G. Brown, Marietta E. Luellen and Scott M. Brown, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as members the limited liability company.



[Handwritten Signature]

Notary Public

Page 1

FIRST RESTATED AND AMENDED
ARTICLES OF ORGANIZATION
OF
QUANTUM REAL ESTATE, L.L.C.



The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska do hereby make this written certificate in duplicate and hereby verify:

1. Name. The name of the Company shall be QUANTUM REAL ESTATE, L.L.C.
2. Purpose. The purpose of the Company shall be to broker real estate acquisitions and sales receiving compensation for such efforts in the form of a commission for properties owned by others and not for the account of any member.
3. Principal Place of Business - Registered Agent. The address of the principal place of business of the Company in Nebraska is:

1925 North 120th Street
Omaha, Nebraska 68154

The name and address of the Company's registered agent in Nebraska is:

Scott M. Brown
One Bennington Place
1925 North 120th Street
Omaha, Nebraska 68154

4. Property Contributed. The total amount of cash contributed by the organizational Members is as follows:

Quantum, LLC	\$500.00
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5. Additional Contributions. The Members have not agreed to make any additional contributions of capital in the future.

6. Additional Members. New Members may be admitted in the Company upon the approval of a majority in interest of the Members, only if they agree to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm their agreement to be bound by all the covenants, terms and conditions of the Operating Agreement, as the same may have been amended. Except as provided in the Operating Agreement, the interests of the Members in the Company may not be transferred or assigned, sold, pledged, mortgaged or in any way caused a lien to be placed against or encumbered or otherwise disposed of.

Page 2

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8. Distributions of Capital Contributions. Except as provided in the Operating Agreement of the Company, by unanimous agreement of all of the Members, a Member may receive out of Company property any part of his or her contributions to capital.

9. Internal Affairs. The regulation of the internal affairs of the Company are set forth in the Operating Agreement of the Company and shall govern the operation of the business and the Members accordingly.

IN WITNESS WHEREOF, the Member hereto has executed this Agreement in duplicate effective January 1, 2004.

QUANTUM, LLC, a Nebraska limited liability
company

By: 
Paul M. Brown, Manager

Page 1



SECOND RESTATED AND AMENDED
ARTICLES OF ORGANIZATION
OF
QUANTUM REAL ESTATE, LLC

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska do hereby make this written certificate in duplicate and hereby verify:

1. Name. The name of the Company shall be QUANTUM REAL ESTATE, LLC
2. Purpose. The purpose of the Company shall be to broker real estate acquisitions and sales receiving compensation for such efforts in the form of a commission for properties owned by others and not for the account of any member.
3. Principal Place of Business - Registered Agent. The address of the principal place of business of the Company in Nebraska is:

1925 North 120th Street
 Omaha, Nebraska 68154

The name and address of the Company's registered agent in Nebraska is:

Scott M. Brown
 One Bennington Place
 1925 North 120th Street
 Omaha, Nebraska 68154

4. Property Contributed. The total amount of cash contributed by the organizational Members is as follows:

Robert Luellen Family Partnership, Ltd.	\$500.00
Scott Brown Family Partnership, Ltd.	\$500.00

5. Additional Contributions. The Members have not agreed to make any additional contributions of capital in the future.

6. Additional Members. New Members may be admitted in the Company upon the approval of a majority in interest of the Members, only if they agree to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm their agreement to be bound by all the covenants, terms and conditions of the Operating Agreement, as the same may have been amended. Except as provided in the Operating Agreement, the interests of the Members in the Company may not be transferred or assigned, sold, pledged, mortgaged or in any way caused a lien to be placed against or encumbered or otherwise disposed of.

Page 2

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8. Distributions of Capital Contributions. Except as provided in the Operating Agreement of the Company, by unanimous agreement of all of the Members, a Member may receive out of Company property any part of his or her contributions to capital.

9. Internal Affairs. The regulation of the internal affairs of the Company are set forth in the Operating Agreement of the Company and shall govern the operation of the business and the Members accordingly.

EXECUTED in duplicate original counterparts by the undersigned Members effective January 1, 2010.

Scott Brown Family Partnership, Ltd., a Nebraska
limited partnership

By: Kerry L. Brown
Kerry L. Brown, General Partner

Robert Luellen Family Partnership, Ltd., a Nebraska
limited partnership

By: Robert S. Luellen
Robert S. Luellen, General Partner