MFM One Solutions, LLC

This Operating Agreement, referred to herein as the Agreement, is made this 24th day of April 2014 by and between Mark R. Magnotta, a resident of Lexington, KY, Robert Z. Ford, a resident of Lexington, KY, and Paul L. Myers, a resident of Lexington, KY, who are referred to herein as the Members.

The Members have formed a Limited Liability Company, which is known as MFM One Solutions, LLC under the laws of the Commonwealth of Kentucky, and which is referred to herein as the Company. The three Members listed in the preceding paragraph are the only Members of the Company. In consideration of the promises contained in this Agreement, and in order to establish procedures for operating the Company, and intending to be legally bound by the terms and conditions set forth herein, the Members hereby agree as follows.

A. The Company and its Business

1. The primary business to be conducted by the Company shall be procurement and analytic services to public and private entities. The Company may also engage in any other lawful business that the Members may approve.
2. The name of the Company shall be registered as a trademark with the Office of the Secretary of State of the Commonwealth of Kentucky.
3. The registered office of the Company, and its principal place of business shall be located at 352 Preakness Drive, Lexington, KY 40516, which is the home of Mark R. Magnotta, a Member of the Company. This is a home-based business.
4. Each Member is employed by another company. Each member shall work on the business of the Company part time as a second job, and will devote time to the business, as it is available, primarily on nights and weekends. The business will not maintain regular working hours, but each Member will work whatever hours that are required to accomplish their respective responsibilities as set forth in this Agreement.

B. Capital Contributions

5. Mark R. Magnotta is the primary investor of to the capital to the Company. Each member shall provide their own computer for use in the Company's business, and Mark R. Magnotta shall contribute the amount of $2500 in cash for working capital. Subsequent capital contributions shall be provided by each member as may be required from time to time to operate the Company's business adequately as determined by majority vote.
6. Mark R. Magnotta shall own a 75% share of the Company and its business. Robert Z. Ford shall own a 15% share of the Company and its business. Paul L. Myers shall own a 10% share of the Company and its business.

C. Accountability

7. The responsibilities for each member's role in operating the Company's business are set forth in more detail later in this Agreement. Mark R. Magnotta is responsible for the overall business of the company as the Chief Executive Officer. Robert Z. Ford is responsible for all software design and maintenance. Paul L. Myers is responsible for all operations within the organization. Each member shall be accountable to the other Member for the satisfactory performance of their responsibilities, and shall devote whatever time and effort that may be required to accomplish the goals that may be established by majority agreement between the Members from time to time.
8. The Company is organized as a Limited Liability Company (LLC) pursuant to the Business Corporation Law of the Commonwealth of Kentucky.

D. Liability

9. Notwithstanding anything contained herein to the contrary, to the fullest extent permitted by applicable law from time to time, a Member will have no liability to the Company or any member.

10. The Company subscribes to the highest personal standards of ethical conduct in any activity related to the Company's business. Any improper, unethical or illegal activity undertaken by any Member shall be deemed to have been disavowed by the Company, and shall not affect the liability of the other Members. One Member shall not be held liable for the illegal activity of the other Members, provided the innocent Member had no knowledge or participation in such illegal activity.

11. Each Member shall be personally responsible for their respective ownership of any debt that is incurred legitimately by the Company. Mark R. Magnotta shall be personally responsible for 75% share of the debt. Robert Z. Ford shall be personally responsible for 15% share of the debt. Paul L. Myers shall be personally responsible for 10% share of the debt.

E. Authority

12. a. The Members shall meet at least once a week, at a time that is agreeable by majority, at the office of the Company, to discuss the business of the Company. Each Member shall have a chance to state their respective case, but making decisions affecting the conduct of the Company's business will be made by the primary Mark R. Magnotta.

    b. Each Member is authorized to make decisions affecting his/her area of responsibility, as set forth in Section F, below, in the normal course of business, without consulting the other members, provided the decision does not exceed the amount of $1,000.00. Only Mark R. Magnotta can make a decision affecting more than $1.000.00.

    c. The Company shall be managed directly by its Members. The Company will not utilize a Manager unless the Members decide to do so by majority decision.

13. Any Member may sign a check drawn on the Company's bank account, provided the amount of the transaction does not exceed $1,000.00. Only Mark R Magnotta can sign any check in an amount more than $1,000.00.

F. Responsibilities

14. a. Mark R. Magnotta is responsible for all business decisions and business operations of the Company. Mark R. Magnotta shall also be the Chief Executive Officer of the Company and shall also keep the books of financial accounts for the Company.

    b. Robert Z. Ford is responsible for all software development and software maintenance of the company.

    c. Paul L. Myers is responsible for all of the operations and maintenance of the Company.

15. Individual workloads will be established at the weekly meetings of the Members as set forth in Section 12 a., above. Each Member is encouraged to exercise individual initiative in order to achieve the goals of the Company, and provide for its prosperity.

G. Personnel

16. The selection of professional service providers, such as accountant, lawyer, insurance agent and banker, shall be made by majority vote between the Members.
17. New Members shall be admitted to the Company only by majority agreement among the existing Members. As a condition of membership in the Company, new Members shall be required to execute a Joinder Agreement, whereby they subscribe to all the terms and conditions of this Operating Agreement, or whatever version hereof is in effect at the time.
18. Employees and/or independent contractors shall be hired by the Members as the needs of the business may require. Any consulting, training, or any other service that is performed by the Members will make that Member an employee. That Member will be paid at a rate determined by majority agreement of the other Members.
19. Vendors and/or suppliers of goods or services that may be required by the Company may be selected by any Member as needed.

H. Insurance

20. The need for general Liability insurance, Property insurance, Key man Life and Disability insurance, and any other insurance coverage related to the Company and its business shall be determined by the Members by majority agreement.

21. Employee benefits, such as life insurance, disability insurance, pensions and any other similar benefits shall be provided as the Members may decide by majority agreement.

22. Providing Key man insurance is covered in section 20. above.

I. Ownership and Compensation

23. Mark R. Magnotta shall own a 75% share of the Company and its business. Robert Z. Ford shall own a 15% share of the Company and its business. Paul L. Myers shall own a 10% share of the Company and its business. In the event that new Members are admitted, pursuant to the provisions of Section 17. above, new Membership interests shall be determined and allocated by the unanimous agreement of all existing Members.
24. Compensation and distribution of profits shall be made to the Members in equivalent ownership share ratios, unless otherwise agreed by majority agreement.
25. Any losses incurred by the Company shall be allocated among the Members in equivalent ownership share ratios, unless otherwise agreed by majority agreement.
26. The retention of profits for reinvestment in the Company's business from time to time shall be made by Mark R. Magnotta.
27. Salaries for the Members and any employees that may be hired shall be established and paid as the Members may determine by majority agreement.
28. Company perquisites, such as company-owned cars and similar benefits, shall be provided to Members and/or employees as the Members may determine by majority agreement.
29. Employee benefits such as vacation, paid holidays, sick time, family time, mental health time and similar benefits shall be provided, as the Members shall determine by majority agreement.
30. Conditions which affect a Member's ability to work productively, such as serious illness, disability or other unexpected situation shall be dealt with as the Members may decide by majority agreement.
31. Any extended absence from work of a Member, which adversely affects the performance of the Company and/or its business, shall be dealt with as the need arises in such manner as decided by Mark R. Magnotta. The continuation of pay and benefits during any such period of extended absence from work or disability shall be subject to majority agreement among all Members.
32. Pursuant to the provisions of Section 14 a., above, the books of account shall be kept by Mark R. Magnotta. An accountant shall be selected by the Members to prepare regular financial reports and tax returns for the Company.
33. All of the Members have other jobs outside the Company, as stated in Section 4, above, and are expected to spend most of their working time for their outside employment. Nevertheless, in the event a Member is unable to devote sufficient time to his/her responsibilities as set forth in Section F, above, to the extent that it adversely impacts the performance of the Company and its business, that Member may be subject to having his/her compensation adjusted, or other measures taken as the Members may agree by majority vote, notwithstanding any provisions to the contrary contained in Section I, pertaining to compensation of Members.
34. As stated in Section 10, above, the Company adheres to the highest standards of personal integrity. Accordingly, all Members shall scrupulously avoid at all times any activity that could be detrimental to the welfare of the Company and its business. Any such conflict of interest that may arise would be grounds for severe disciplinary measures being taken against the offending Member, up to and including having his/her Membership in the Company revoked or terminated.

J. Termination and Membership

35. In the event of the death of a Member, the value of the deceased Member's interest in the Company, as determined according to the provisions of Section 36, below, shall be paid to the personal representative of the Member's estate.
36. The value of a Members interest in the Company shall be based on the Book Value of such interest, as determined by the accountant who prepares regular financial statements for the Company.
37. If a Member leaves the Company, his/her employment with the company shall be terminated. The departed Member shall be paid the value of his/her interest in the Company as provided in Section 36, above, except as provided in Section 39, below.
38. If a Member leaves the Company to work for any competitor of the Company, the value of his/her interest in the Company, which shall be paid to the departing Member shall be reduced as the remaining Members may agree by majority vote.
39. No Member shall sell his/her interest in the Company to any person who is not a Member, unless the interest is first offered for sale to the remaining Members, who have a right of first refusal. Such offer must be in writing. Only if the remaining Members decline to purchase the Member's interest within 30 days of the date of the written offer of sale, shall the Member's interest be sold to an outsider who is not already a Member. Any attempt to sell a Member's interest in violation of the terms of this section J.shall be null and void, and will not be honored by the Company. Members shall not assign their ownership interest without majority agreement of the remaining members.
40. Members shall not be required to sign a Non-Competition agreement, but they shall also observe the above-stated standards of personal integrity, and shall take no action that would be detrimental to the Company.
41. Any Member who fails to comply with all the provisions of this Agreement shall have his/her Membership revoked by the other Members.
42. Any offer to buy the Company or its business shall be referred to the Members for evaluation. Mark R. Magnotta will make the decision to sell the Company or its business.

K. **Company Dissolution**

43. Upon dissolution of the Company, its assets will be offered for sale at their Book Value, first, to the Members in proportion to their respective shares in the Company, and then to the public. Shared assets shall be offered for sale to the public.
44. Any intellectual property owned by the Company, and proprietary information, such as customer lists, and Company files and records shall be disposed of as the Members may agree by majority vote.
45. The continuing use of the Company name and logo shall be determined by majority vote of the members.
46. In the event of a dispute between the Members that cannot be reconciled, the members agree not to resort to litigation in court, but in lieu thereof agree to submit the dispute to binding arbitration under the rules of the State of Kentucky.
47. This Agreement may be amended only by majority vote of the members.

WITNESS the due execution of this Operating Agreement, consisting of 47 numbered sections on six pages, as of the day and year first written above, by the undersigned Members, being all the Members of MFM One Solutions, LLC.

Mark R. Magnotta, Member

Robert Ford

Robert Z. Ford, Member

Paul Myers

Paul L. Myers, Member