

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b) (2) (ii) (9) of the Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Winding Up Member shall comply with any applicable requirements of law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.04 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged for adequate provisions have been made therefore) and all of the remaining property and assets have been distributed to the Members, Articles of Dissolution shall be executed in duplicate and verified by the person signing the Articles, which shall set forth the information required by the Kentucky Act. Duplicate originals of such Articles of Dissolution shall be delivered to the Kentucky Secretary of State for filing.

12.05 Certificate of Dissolution. Upon the issuance of the Certificate of Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate actions as provided in the Kentucky Act. The Winding Up Member shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and/or in the name of the Company.

12.06 Return of Contribution, Non-recourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution each Member shall look solely to the assets of the Company for the return of his/her Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution