

of one or more Members, such Member or Members shall have no recourse against any other Member.

### **ARTICLE XIII** **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or severed for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Entity's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States Mail, addressed and sent as aforesaid.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Company in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.09. The books and records shall be open to the reasonable inspection and examination of the Members Economic Interest Owner's or their duly authorized representatives during reasonable business hours.

13.03 Application of Kentucky Law. This Operating Agreement, and the application and the interpretation hereof, shall be governed exclusively by its terms and by the internal laws of the Commonwealth of Kentucky without reference to choice of laws, and specifically the Kentucky Act.

13.04 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that same may have to maintain any action for partition with respect to the property of the Company.

13.05 Amendments. This Operating Agreement may not be amended except by the written agreement of the Members entitled to allocation of not less than fifty one percent (51%) of the Capital Interests of the Company.

13.06 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, power of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.07 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice