

required to make any additional capital contribution to the Company. The Sole Member shall not receive interest on capital contributions to the Company made by the Sole Member.

8. Allocation of Profits and Losses. Unless, until and to the extent that the Sole Member determines that the Company shall be taxed as a corporation, the Company's profits and losses shall be allocated wholly to the Sole Member.

9. Distributions. Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member. Such distributions shall be wholly allocated to the Sole Member.

10. Bank Accounts. The Sole Member shall determine the financial institution that shall hold Company funds and shall determine the authorized signatures on Company accounts.

11. Assignment. The Sole Member may assign in whole or in part the Sole Member's interest in the Company.

12. Resignation. The Sole Member may only resign from the Company upon or after the admission of another, additional member of the Company.

13. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Sole Member.

14. Member Liability. Neither the Sole Member nor any additional members of the Company shall have any liability for the obligations or liabilities of the Company except to the extent required under the LLC Statutes.

15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the Sole Member, intending to be legally bound hereby, has duly executed this Operating Agreement as of the date the Articles were or are filed pursuant to Section 1.

SOLE MEMBER:

Signed: 
Printed Name: Kenneth J. Hoffman
Capital Contribution: \$ 500⁰⁰