

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**SDK SOLUTIONS, LLC**

A Member-Managed Limited Liability Company

**OPERATING AGREEMENT**

This Operating Agreement is made and entered into effective January 24, 2011, by and among:

Scott Anthony Nelson

Dustin Tyler Kocher

Kudakwashe Nedziwe

John Mark Ritchie

(collectively referred to in this agreement as the "Members").

## SECTION 1 THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective January 24, 2011, the Members form a limited liability company under the name SDK Solutions, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the Commonwealth of Kentucky (the "Act"). The Members agree to file with the appropriate agency within the Commonwealth of Kentucky charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name SDK Solutions, LLC, or such other name upon which the Members may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to develop, sell, and distribute software products and services. The Company has the power to do all things necessary, incident, or in furtherance of that business.

1.4 *Office.* The Company will maintain its principal business office within the Commonwealth of Kentucky at the following address: 7621 Dietz Lane, Melbourne, KY 41059

1.5 *Registered Agent.* Scott Anthony Nelson is the Company's initial registered agent in the Commonwealth of Kentucky, and the registered office is: 7621 Dietz Lane, Melbourne, KY 41059

1.6 *Term.* The term of the Company commences on January 24, 2011 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of a new interest in the Company without the prior unanimous written consent of the Members.

1.9 *Title to Assets.* Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets on the winding up of the business of the Company or on any other distribution from the Company.

## SECTION 2 CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members. If the Members approve additional capital contributions, they must set a maximum. Each Member will then have the right, but not the obligation, to contribute a pro rata share of the maximum based on the Member's ownership interest. If any Member elects to contribute less than the Member's pro rata share, the other Members may contribute all or part of the difference, on a pro rata basis in accordance with their ownership interests or on any other basis they may agree on.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

### SECTION 3

#### ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

##### 3.1 *Profits/Losses.*

3.1.1 *Determination of Net Profits and Net Losses.* The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for the year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for tax-exempt or partially tax-exempt income, and all items of income, gain, loss, or deduction required to be separately stated under IRC §703(a) will be included in the net profit or net loss of the Company.

3.1.2 *Allocation of Net Profits and Net Losses.* The Company's net profits or net losses shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation §1.704-1.

3.1.3 *Allocations Solely for Tax Purposes.* In accordance with IRC §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company must be allocated among the Members to take into account any variation between the adjusted basis of the property for federal income tax purposes in the hands of the Company and the agreed value of the property as set forth in this agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by the Members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes. They will not affect any Member's capital account, allocable share of the net profits and net losses of the Company, or right to distributions.

3.1.4 *Prorates.* If a Member has not been a Member during a full fiscal year of the Company, or if a Member's ownership interest changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular ownership interest. In determining a Member's share of the net profit or net loss for a fiscal year, the net profit or net loss may be allocated ratably on a daily basis using the Company's usual method of accounting. Except as otherwise provided in IRC §706(d)(3), the Company's fiscal year may, in the alternative, be divided into two or more segments, and the net profits or net losses for each segment may be allocated among the persons who were Members, or who held particular ownership interests, during each segment based upon their ownership interests during that segment.

##### 3.2 *Distributions.*

3.2.1 *Annual Distributions.* The Company must make cash distributions to the

Members to enable them to pay taxes on income of the Company. Specifically, the Company must distribute, during each fiscal year, an amount equal to the product of the following amounts: (a) the amount of the taxable income of the Company for the year times (b) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on any Member's share of the Company's income for the year. Distributions must be paid quarterly at times that coincide to the extent possible with the Members' payment of estimated taxes, and the amount of each distribution is to be based on the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

**3.2.2 Additional Distributions.** Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made by the Company to the Members, at such times and in such amounts as the Members determine.

**3.2.3 Allocation of Distributions.** Distributions shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation §1.704-1. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation §1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation §1.704.1(b)(2)(ii)(d).

**3.3 No Right to Demand Return of Capital.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

#### SECTION 4 INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "No Contest" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

## SECTION 5 POWERS AND DUTIES OF MANAGERS

### 5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this agreement, all decisions requiring action of the members or relating to the business or affairs of the company will be decided by the affirmative vote or consent of members holding a majority of the ownership interests. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean an affirmative vote or consent of members holding a majority of the ownership interests. Members may act with or without a meeting, and any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Approval of Other Members.* In addition to other actions requiring unanimous Member approval under the terms of this agreement, no Member has authority to do any of the following without the prior written consent of all other Members:

5.2.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

5.2.2 To merge the Company with any other entity;

5.2.3 To amend the articles of organization of the Company or this agreement;

5.2.4 To incur indebtedness by the Company other than in the ordinary course of business;

5.2.5 To authorize a transaction involving an actual or potential conflict of interest between a Member and the Company;

5.2.6 To change the nature of the business of the Company; or

5.2.7 To commence a voluntary bankruptcy case for the Company.

5.3 *Special Roles.* The Members may at any time designate another Member with one or more Roles. These Roles may carry with them additional responsibilities and rights not initially

defined in this Agreement.

5.3.1 Any such Roles shall be defined by the Members at such time as they come into effect, and any rights or responsibilities associated with such a Role shall be outlined in Schedule 4 which is to be amended from time to time by the Members as new Roles are created and defined.

5.3.2 A Member shall be assigned such Role by 1) an affirmative vote of the Members holding a majority of the ownership interests other than the Member receiving the Role, and 2) the consent of the Member receiving the Role.

5.3.3 A Role may be removed from a Member at any time with or without reason only by a unanimous vote of all of the other Members.

5.3.4 A Member may voluntarily step down from a Role at any time with an affirmative vote of the Members holding a majority of the ownership interests other than the Member stepping down.

5.3.5 Any Roles assigned to any Members, as well as any restrictions on those Roles, including limits on duration, if any, shall be outlined in Schedule 5, which is to be amended from time to time by the Members as assignments of Roles are made.

5.4 *Projects and ideas.* An idea may be submitted by any Member to the other Members for consideration as a potential Company project. The Members may choose to either Accept or Reject the idea as a potential project. If an idea is Rejected by the Members, the Company will then hold no rights to it, and any Member may move forward with that idea on their personal time. If an idea is Accepted, it will then become the intellectual property of the Company, and no Member may act on this idea outside of the Company until 1) the Company dissolves, or 2) the Members agree to Reject a previously Accepted idea. Any previously Accepted idea that has not been acted on by the Company must be reviewed on an annual basis by the Members, and the Members must choose to Accept or Reject the idea again at such time. An Accepted idea may be acted on by the Company at any time by the agreement of the Members, and once an idea has been acted upon by the Company, it will then remain the intellectual property of the Company until the Company dissolves.

5.4 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

5.5 *Outside Activities.* Each Member must devote so much time and attention to the business of the Company as the Members agree is appropriate. Except as limited by the section of this agreement relating to fiduciary duties, Members may engage in business, investment and software development activities outside the Company. Neither the Company nor the other Members have any rights to the profits or benefits of such activities.

5.6 *Fiduciary Duties.* Each Member owes the fiduciary duties of care and loyalty to the Company and the other Members and must discharge these duties and exercise the Member's



rights in the Company consistently with the obligation of good faith and fair dealing. Members must discharge their fiduciary duties of care and loyalty to the Company and the other Members in accordance with the standards set forth in the section of this agreement relating to outside activities as well as the following standards:

5.6.1 In conducting or winding up the Company's business, a Member must refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, and knowing violations of the law;

5.6.2 A Member must account to the Company, and hold as trustee for the Company, any profit or benefit derived by the Member in the conduct or winding up of the Company's business or derived from use by the Member of the Company's property, including the appropriation of a Company opportunity;

5.6.3 Except as otherwise provided in the section of this agreement relating to self interest, a Member must refrain from dealing with the Company in the conduct or winding up of its business either personally or on behalf of a party having an adverse interest to the Company; and

5.6.4 A Member may not compete with the Company in the conduct of the business of the Company until the Company is dissolved.

5.6.5 A Member may not use confidential Company information in ways that are not in the best interests of the Company.

5.6.6 Each Member must devote so much time and attention to the business of the Company as the Members agree is appropriate.

5.7 *Self Interest.* A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by all of the Members. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

**SECTION 6**  
**SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

6.1 *Expenses.* Members are entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members. Compensation paid to a Member will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the compensated Member.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

6.4 *Books and Records.* The Members must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and carrying out this agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the names and current addresses of the Members; (d) a copy of the Company's articles of organization and any amendments; (e) this agreement and any amendments; (f) minutes of any meetings of Members where business decisions were made; and (g) consents to action by Members. Each Member will have access to the Company's books and records at all times.

6.5 *Accounting Reports.* Within 90 days after the close of each fiscal year, the Company must deliver to each Member an unaudited report of the activities of the Company for the year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

6.6 *Tax Returns.* The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within 90 days after the end of each fiscal year, the Company must deliver a Schedule K-1 to each Member showing the amounts of any income, gain, loss, deductions, or credits allocated to the Member for the fiscal year.

6.7 *Tax Matters Partner.* Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C corporation, or any Member is a nonresident alien individual, the Members must designate one of the Members as the tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep this designation in effect at all times.

**SECTION 7**  
**BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR,**  
**BANKING**

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* An individual capital account must be maintained for each Member. A Member's capital account will be credited with all capital contributions made by the Member and with all income and gain (including any income exempt from federal income tax) allocated to the Member. A Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) allocated to the Member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles contained in U.S. Department of the Treasury Regulation §1.704-1(b)(2)(iv).

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

## SECTION 8 DISSOCIATION OF MEMBERS

8.1 *Sale or Encumbrance Prohibited.* No Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company.

8.2 *Withdrawal.* A Member may withdraw from the Company if and only if such withdrawal is approved by a Majority of the Members. The withdrawing Member must give notice of withdrawal to the other Members at least 90 days prior to the effective date of the withdrawal.

8.3 *Expulsion.* A Member may be expelled from the Company by an affirmative vote of the Members holding a majority of the ownership interests held by Members other than the expelled Member. The expulsion will become effective immediately following this decision. But a Member may be expelled only if the Member: (a) has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company; (b) has willfully or persistently committed a material breach of the articles of organization of the Company or this agreement; or (c) has otherwise breached a duty owed to the Company or to the other Members to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with the Member. The right to expel a Member under the provisions of this section does not limit or adversely affect any right or power of the Company or the other Members to recover any damages from the expelled Member or to pursue other remedies available under applicable law or in equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any amounts otherwise distributable or payable to the expelled Member.

8.4 *Events of Dissociation.* A Member dissociates from the Company if the Member withdraws or is expelled. A Member also dissociates from the Company if the Member is an individual and dies or becomes incapacitated, the Member is an entity and is dissolved or terminated, or the Member becomes bankrupt.

8.4.1 A Member will be considered to be incapacitated if a guardian of the Member or a conservator of the Member's estate is appointed. A Member will also be considered to be incapacitated if the Member has been unable to perform the essential functions of a Member of the Company, with or without reasonable accommodation, for a consecutive period of 180 days, or it has been determined with reasonable medical certainty that the Member will be unable to perform those functions for a consecutive period of 180 days.

8.4.2 A Member will be considered bankrupt if: (a) the Member makes an assignment for the benefit of creditors; (b) the Member files a voluntary petition in bankruptcy; (c) the Member is adjudicated as being bankrupt or insolvent; (d) the Member files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution for the Member, or similar relief under any statute, law, or regulation; (e) the Member files an answer or other pleading admitting or failing to contest the material allegations in any proceeding of the foregoing nature filed against the Member, or the proceeding is not dismissed within 120 days after it is commenced; or (f) the Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member, or of all or any substantial part of the Member's property, or the appointment of such a trustee, receiver, or liquidator without the Member's consent is not vacated or stayed within 120 days after the appointment or after the expiration of the

stay.

8.5 *Effect of Dissociation.* For purposes of this agreement the "dissociation date" with respect to a dissociating Member will be the effective date of the Member's withdrawal, the date of the Member's expulsion, or the date on which another event of dissociation occurred.

8.5.1 The dissociating Member will have no right to a return of any capital contributions, and the value of any such contributions will be subtracted from the purchase price defined in Section 8.6 of this Agreement.

8.5.2 The dissociating Member will have no right to any intellectual property held by the Company.

8.5.2 The dissociating Member will have no right to demand payment for any services previously performed on behalf the Company.

8.5.3 The dissociating Member may not compete with the Company in the conduct of the business of the Company until the Company is dissolved.

8.5.4 The dissociating Member may not use confidential Company information in ways that are not in the best interests of the Company.

8.5.4 The dissociating Member will not be held liable for the repayment of a negative Capital Account, nor will he be held liable for the payment of a negative balance after subtracting the Member's capital contributions from the purchase price.

8.5.5 Within 60 days after the dissociation date, the Company may elect to purchase a dissociating Member's ownership interest by giving notice of the election to the dissociating Member and all other Members. If the election is not made by the Company within the allowable 60-day period, one or more of the other Members may elect to purchase the dissociating Member's ownership interest by giving written notice to the dissociating Member, the Company, and the other Members within 15 days after the 60-day period expires. If more than one Member elects to make the purchase, the electing Members have the right to purchase the interest pro rata in accordance with their ownership interests. No election to purchase a dissociating Member's ownership interest will be effective unless the election is made by the Company or the other Members to purchase the dissociating Member's entire interest. If neither the Company nor the other Members elects to purchase a dissociating Member's ownership interest within the allowable time limits, the Company will be dissolved, and its business must be wound up.

8.6 *Purchase Price.* The purchase price for a dissociating Member's ownership shares may be determined by agreement between the dissociating Member and the purchaser, be it the Company or other Members. If an agreement is not reached within 30 days following the election to purchase the shares, it must be valued by a third party appraiser selected by the purchaser who is reasonably acceptable to the dissociating Member, and the purchase price will be the value determined by that appraisal. In appraising the interest, the appraiser must determine the fair market value of the interest on the dissociation date, considering the greater of the liquidation value of the Company or its value as a going concern. The appraiser must also

consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 180 days following the election to purchase a dissociating Member's interest, the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest in accordance with the standards set forth in this section, and the purchase price will be the value determined by that appraisal. One-half of the costs of all appraisals must be paid by the dissociating Member, and the purchaser or purchasers must pay the other half.

8.7 *Payment for Member's Interest.* Whether a dissociating Member's ownership interest is purchased by the Company or the other Members, the purchase price for the interest must be paid as provided in this section.

8.7.1 The purchase price will bear interest from the dissociation date at the prime rate of interest in effect for that date as quoted in *The Wall Street Journal* or, if that publication is not available, another reputable national publication selected by the purchaser that is reasonably acceptable to the dissociating Member. The purchase price will be payable in accordance with the terms of a promissory note of the purchaser, or promissory notes of the purchasers if there is more than one. All promissory notes must provide for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each succeeding month until the promissory note is paid in full. Promissory notes will bear interest from the date of the closing at the rate specified in the preceding subsection. They must provide that if any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under a promissory note will be permitted at any time without penalty, but no partial prepayment will affect the amount or regularity of payments coming due thereafter.

8.7.2 Payment of all promissory notes will be secured by a security agreement in a form reasonably acceptable to the lawyer for the dissociating Member. The security agreement must allow the ownership interest in the Company that constitutes the collateral to be transferred if there is a default and the security interest is foreclosed or the interest is retained by the secured party in satisfaction of the secured indebtedness. The interest must be transferable in connection with a foreclosure or retention without the need for Member approval or tender of the shares to the Company or other Members under the terms of this agreement, and the person to whom the Membership interest is transferred must be admitted as a Member of the Company without consent of the Members being required. If the purchase is made by one or more of the other Members, the collateral under each purchaser's security agreement will be the ownership interest purchased by that Member. If the purchase is made by the Company, each of the other Members must sign a separate security agreement under which the collateral is a percentage of the Member's ownership interest after the purchase equal to the percentage ownership interest being purchased by the Company. For example, if there are three Members, two of whom have ownership interests of 25 percent and one of whom has an ownership interest of 50 percent, and the Company purchases the interest of the 50 percent Member, each of 25 percent Members (who will have a 50 percent ownership interest after the Company's purchase) must provide collateral in the form of a 25 percent ownership interest. The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign

and deliver to the purchaser or purchasers a written assignment transferring the entire interest of the dissociating Member in the Company free and clear of all encumbrances. The assignment must contain warranties of title and good right to transfer. At the closing, the purchaser or purchasers must pay the accrued interest on the purchase price then due to the dissociating Member and must also sign and deliver the promissory note or notes to the dissociating Member. One or more security agreements containing the terms specified in the preceding subsection must be delivered to the purchaser. All security agreements must not only be signed by the debtor but also by all of the Members evidencing their consent to transfer of the ownership interest constituting the collateral in the event of a default and their consent to admission of the secured party or a purchaser of the collateral as Member of the Company following a default.

8.8 *Effect of Purchase.* A dissociating Member will cease to be a Member on the dissociation date. After that, the dissociating Member will have no rights as a Member in the Company, except the right to have the Member's ownership interest purchased in accordance with the terms of this agreement. If the Company and other Members fail to purchase a dissociating Member's interest and the Company is dissolved as a result, the Member will be considered to have continued to be a Member retroactive to the dissociation date and will have all rights of a Member in connection with the winding up of the business of the Company.

8.9 *Successor in Interest.* For purposes of this section relating to dissociation of Members, the term "dissociating Member" includes the dissociating Member's successor in interest.

**SECTION 9**  
**DISSOLUTION AND WINDING UP OF THE COMPANY**

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued Membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets that will not be distributed to creditors or Members in kind will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

9.3 *Distribution of Property in Kind.* Property of the Company may be distributed to Members in kind in the process of winding up with the unanimous approval of the Members. As provided in Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), any property distributed in kind must be valued and treated for the Company's accounting purposes as though the property had been sold at fair market value on the date of distribution. The difference between the fair market value of the property and its adjusted tax basis will be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' capital accounts in the manner specified in the



section of this agreement relating to capital accounts. This gain or loss will not be treated as gain or loss recognized by the Company for income tax purposes.

9.4 *Distribution of Intellectual Property.* Intellectual property may be distributed to Members or to the community as the Members unanimously agree upon in the process of winding up the Company. If the Members fail to come to a unanimous agreement as to the distribution of any intellectual property within 90 days of the dissolution of the Company, then the intellectual property rights of any such works will be forfeited, and these works will become a part of the public domain and be freely available for use by the general public.

## SECTION 10 GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

## MEMBERS:

Scott Anthony Nelson

Printed/Typed Name



Signature

Dustin Tyler Kocher

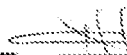
Printed/Typed Name



Signature

Kudakwashe Nedziwe

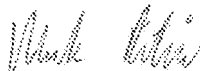
Printed/Typed Name



Signature

John Mark Ritchie

Printed/Typed Name



Signature


## Listing of Members - Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR SDK SOLUTIONS, LLC  
LISTING OF MEMBERS

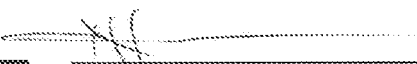
As of the 24<sup>th</sup> day of January, 2011, the following is a list of Members of the Company:


NAME:	ADDRESS:
<u>Scott Anthony Nelson</u>	<u>7621 Dietz Lane</u> <u>Melbourne, KY 41059</u>
<u>Dustin Tyler Kocher</u>	<u>5915 Boulder View</u> <u>Cold Spring, KY 41076</u>
<u>Kudakwashe Nedziwe</u>	<u>2335 Alexandria Pk. #122D</u> <u>Southgate, KY 41071</u>
<u>John Mark Ritchie</u>	<u>7751 Kernal Drive</u> <u>Florence, KY 41042</u>

Authorized by Member(s) to provide Member Listing as of this 24<sup>th</sup> day of January, 2011.

<u>Scott Anthony Nelson</u>	<u></u>
Printed/Typed Name	Signature

<u>Dustin Tyler Kocher</u>	<u></u>
Printed/Typed Name	Signature

<u>Kudakwashe Nedziwe</u>	<u></u>
Printed/Typed Name	Signature

<u>John Mark Ritchie</u>	<u></u>
Printed/Typed Name	Signature

**Listing of Capital Contributions - Schedule 2****LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR SDK SOLUTIONS, LLC  
CAPITAL CONTRIBUTIONS**

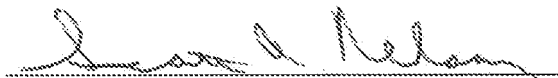
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$400.00. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
<u>Scott Anthony Nelson</u>	<u>\$100.00</u>	<u>25%</u>
<u>Dustin Tyler Kocher</u>	<u>\$100.00</u>	<u>25%</u>
<u>Kudakwashe Nedziwe</u>	<u>\$100.00</u>	<u>25%</u>
<u>John Mark Ritchie</u>	<u>\$100.00</u>	<u>25%</u>

SIGNED AND AGREED this 24<sup>th</sup> day of January, 2011.

Scott Anthony Nelson

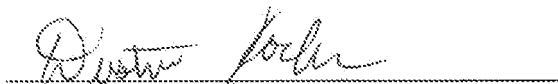
Printed/Typed Name



Signature

Dustin Tyler Kocher

Printed/Typed Name



Signature

Kudakwashe Nedziwe

Printed/Typed Name



Signature

John Mark Ritchie

Printed/Typed Name



Signature

**Listing of Valuation of Members Interest - Schedule 3****LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR SDK SOLUTIONS, LLC  
VALUATION OF MEMBERS INTEREST**

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION	ENDORSEMENT
<u>Scott Anthony Nelson</u>	<u>\$100.00</u>	<u></u>
<u>Dustin Tyler Kocher</u>	<u>\$100.00</u>	<u></u>
<u>Kudakwashe Nedziwe</u>	<u>\$100.00</u>	<u></u>
<u>John Mark Ritchie</u>	<u>\$100.00</u>	<u></u>

SIGNED AND AGREED this 24<sup>th</sup> day of January, 2011.

Scott Anthony Nelson

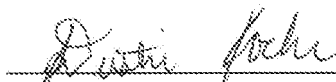
Printed/Typed Name



Signature

Dustin Tyler Kocher

Printed/Typed Name



Signature

Kudakwashe Nedziwe

Printed/Typed Name



Signature

John Mark Ritchie

Printed/Typed Name



Signature

**Listing of Roles Definitions - Schedule 4****LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR SDK SOLUTIONS, LLC  
LISTING OF ROLE DEFINITIONS**

Pursuant to ARTICLE 5, the Roles and Rights and Responsibilities associated with those Roles defined by the Company are as follows:

ROLE:

RIGHTS AND RESPONSIBILITIES:

(no roles defined)

SIGNED AND AGREED this 24<sup>th</sup> day of January, 2011.

Scott Anthony Nelson


Printed/Typed Name



Signature

Dustin Tyler Kocher

Printed/Typed Name



Signature

Kudakwashe Nedziwe

Printed/Typed Name



Signature

John Mark Ritchie

Printed/Typed Name



Signature

**Listing of Member Roles - Schedule 5**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR SDK SOLUTIONS, LLC  
LISTING OF MEMBER ROLES

Pursuant to ARTICLE 5, the following Roles are currently assigned to the following Members:

NAME:	ROLE:	CONDITIONS:
<u>Scott Anthony Nelson</u>	(no roles defined)	_____
<u>Dustin Tyler Kocher</u>	(no roles defined)	_____
<u>Kudakwashe Nedziwe</u>	(no roles defined)	_____
<u>John Mark Ritchie</u>	(no roles defined)	_____

SIGNED AND AGREED this 24<sup>th</sup> day of January, 2011.

Scott Anthony Nelson


Printed/Typed Name



Signature

Dustin Tyler Kocher

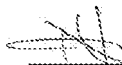
Printed/Typed Name



Signature

Kudakwashe Nedziwe

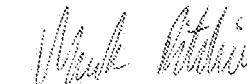
Printed/Typed Name



Signature

John Mark Ritchie

Printed/Typed Name



Signature