

11.

TRANSFERABILITY OF INTEREST

The member shall not transfer, assign, pledge, or otherwise dispose of or encumber all or any portion of such member's interest in this Company except as authorized by the managing member. Any permitted transferee of membership interest in the Company must accept and agree in writing to be bound by all of the terms and provisions of this Agreement and all amendments thereof.

12.

ADMISSION OF MEMBERS

No additional members shall be admitted to the Company without the consent of the member.

13.

BANKING

All funds of the Company are to be deposited in a Company bank account in such financial institution as may be approved and selected by the manager.

14.

BOOKS AND RECORDS

The Company shall keep, at its principal office:

- (i) a current list of the name and address of the members;
- (ii) a copy of the Articles of Organization and all amendments thereto;
- (iii) copies of the Company's Federal, State and Local income tax returns; if any, for the three (3) most recent years;
- (iv) a copies of the Company's statements of assets, liabilities, and equity for the three (3) most recent years; and
- (v) copies of the Company's financial statements, if any, for the three (3) most recent years.

15.

TAX MATTERS MANAGER

All tax matters of the Company shall be referred to the Company's CPA which shall provide guidance and assistance in all matters relating to the Company's internal books and records and tax matters.

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.


Don Brotherton