

**OPERATING AGREEMENT
OF
NOTHINGMAN, LLC,
A SINGLE MEMBER
LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT (the “Agreement”), effective as of the [REDACTED] day of [REDACTED], 20[REDACTED], is by Evenflow Management, LLC as the sole Member (the “Member”) of Nothingman, LLC, a Single Member Limited Liability Company (the “Company”). This Agreement serves as the Company’s operating agreement under the Limited Liability Company Laws of the State of Tennessee (“the Act”).

**ARTICLE I
FORMATION OF COMPANY**

1.01 ***Name and Principal Place of Business.*** The name of the Company is Nothingman, LLC, a Limited Liability Company, and its office and principal place of business shall be at 116 Agnes RD., STE. 200, Knoxville, Tennessee 37919, or such other place or places as the Member may determine from time to time.

1.02 ***Term of Company.*** The Company shall commence operations as of the date of this Agreement and shall dissolve upon such events as set forth in the Articles of Organization. If no event or term of years is stated in the Articles of Organization, the Company's term of duration shall be deemed perpetual, and the Company will only be able to be dissolved by the Member at his or her sole discretion.

1.03 ***Purpose of Company.*** The purpose of the Company shall be to create, grow, and maintain wealth through any and all legal means.

1.04 ***Registered Office and Agent.*** The Member shall designate and maintain a “Registered Office” and a “Registered Agent” (at the same address) for service of process on the Company, which agent must be an individual resident of Tennessee, a Tennessee domestic corporation, or a foreign corporation authorized to do business in Tennessee.

1.05 ***Records.*** The Member shall keep (or cause to be kept) the following records at a designated office:

- a. A current list in alphabetical order of the full name and last known business, residence or mailing address of each Member;
- b. A copy of the stamped Articles of Organization and all certificates of amendment thereto, together with signed copies of all powers of attorney pursuant to which the Articles of Organization or any amendment has been signed;
- c. A copy of this Operating Agreement plus all amendments thereto;

- d. A copy of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- e. Copies of any financial statements of the Company for the three most recent years;
- f. A copy of the minutes, if any, of each meeting of the Member and of any written consents obtained from the Member.

ARTICLE II FINANCING OF THE COMPANY

2.01 **Capital.** The initial capital of the Company shall consist of property contributed to the Company. The assets which shall be transferred to the Company include, without limitation, those assets described on a quitclaim deed or Schedule A, as applicable, which is attached and incorporated herein.

2.02 **Loans to Company.** The Member shall not be required to make loans to the Company. If the Member deems it necessary or helpful to the conduct of the Company's business, the Member may loan funds to the Company. All such loans, unless otherwise specifically stated, shall be payable on demand and shall bear interest at the published federal rate or at an alternate rate mutually agreed upon by the parties involved, and shall be repaid prior to any distribution to the Member (out of Available Funds or otherwise).

2.03 **Waiver of Liabilities for Return of Certain Distributions.** The Member hereby permanently and unanimously waives and eliminates, to the maximum extent permitted by law, any liability of any Member for the return of money or property to the Company which the Member rightfully received as a Distribution of part or all of the Member's Capital Account.

ARTICLE III COMPANY MANAGEMENT

3.01 **Management of the Business.** The management of the business is invested in the Member.

3.02 **Member.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control of the management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

3.03 **Powers of the Member.** The Member is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the

company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

3.04 ***Distributions to Member.*** The Member may in his or her discretion distribute the profits and/or capital of the LLC business pro-rata or non-pro-rata, or withhold any or all distributions, as he or she deems advisable. If the Member makes non-pro-rata distributions, those shall be taken into account in re-calculating the Member's capital account (and/or drawing account) at the end of the LLC's fiscal year.

3.05 ***Exculpation.*** The Member shall not be subject to any personal liability for loss or damage to the Company, or to a third party, which is the direct or indirect result of any good faith act or omission the Member believes to be, or believed to have been, in the best interests of the Company.

3.06 ***Member Management Fee.*** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

3.07 ***Reimbursement.*** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE IV COMPANY ACCOUNTING, BOOKS AND RECORDS

4.01 ***General Provisions.*** The fiscal year of the Company shall be the calendar year. The Company's books and records shall be maintained in accordance with generally accepted accounting practices consistently applied and upon the cash receipts and disbursements method of accounting.

4.02 ***Income Tax Information.*** The Company shall provide to the Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction, or credit that is relevant to the Company's affairs. This information shall be furnished to the Member as soon as possible after the close of the Company's taxable year, but not later than the first day of April of each year. Pursuant to Treasury Regulation §301.7701-3(a), the Member elects-solely for purposes of federal taxation-to have the Company disregarded as a separate entity which would otherwise be required to file a separate tax return. The Company will or will not secure a separate taxpayer identification number at the discretion of the Member; and, all items of income and loss attributable to the Company will be reported upon such forms and schedules as the Member may select or develop.

**ARTICLE V
INVOLUNTARY ASSIGNMENTS OR TRANSFERS**

Only bona-fide purchasers of the Member's interest in the Company may qualify as authorized recipients of said interest and thus act as a Member in the Company. No unauthorized recipient or assignee shall have any right to interfere or participate in the management or administration of the Company's business or affairs, to require any information regarding or on account of the Company's transactions, or to inspect the Company's books.

**ARTICLE VI
DEATH, DISSOLUTION, INCAPACITY**

Upon the death, incapacity, or dissolution of the Member, the Company shall not dissolve or terminate—unless the Member's successors in interest elect to discontinue the business of the Company within ninety (90) days following such death, etc. Upon the affirmative decision to discontinue, the Company will dissolve and wind up its affairs; the assets of the Company will be distributed pursuant to Article VII of this operating agreement. After the dissolution of the Company, or if the Company is ever involuntarily or administratively dissolved by an action of the State, any Member who would ordinarily have the authority to act on the Company's behalf shall retain the authority to bind the Company by an act that is appropriate for winding up the company's affairs or completing transactions unfinished at dissolution.

**ARTICLE VII
DISTRIBUTIONS UPON TERMINATION
OF THE COMPANY**

Upon the termination of the Company, the Member (or, a special liquidator appointed by the Member) shall (a) cause the assets of the Company to be liquidated and distributed in an orderly and business-like manner so as not to involve undue sacrifice; and (b) establish such reserves as may be appropriate for any contingent or unforeseen liabilities of the Company. If, following a sale of Company assets, the only asset held by the Company is a promissory note or notes or other contractual rights to receive payment for the assets sold, then in the absolute discretion of the Member or the liquidator, the Company may either continue in existence for the purpose of collecting the notes, or dissolve and terminate and assign the note or notes to the Member who shall collect the note personally. In liquidating the Company, the Member or liquidator may either sell all or part of the Company's assets and distribute the proceeds or may make distributions completely or partially in kind. The distribution of assets of the Company shall be made in the following order: *First*, to the creditors of the Company, in the order and priority provided by law; and then to the Member or his, her or its successor in interest. If the Members take no affirmative action regarding the assets of the Company at the time of involuntary or administrative dissolution, the assets that remain owned by the Company shall revert back to the ownership of the Members who contributed them to the Company.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 **Captions.** Any titles or captions to the articles or sections contained in this instrument are for convenience only and shall not be deemed part of the context of this Agreement.

8.02 **Severability.** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

8.03 **Binding Effect.** Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and all persons hereafter having or holding an interest in this Company, whether as assignees or otherwise.

8.04 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Unless expressly or by necessary implication contravened by any provision of the Act, the provisions of this Agreement shall control the affairs of the Company and the rights and duties of the Member.

8.05 **Successor in Interest.** The Member shall have the unrestricted right to designate his successor (following death) as to his interests in the Company by delivering an acknowledged instrument in writing to the Member. The Company shall honor such designation as a contractual obligation hereunder. In the absence of any such designation or evidence of a contrary intent, the Company shall recognize the deceased Member's heirs at law as his or her successors in interest hereunder (as determined by the Company according to the laws of the intestate succession of the deceased Member's state of domicile). No such actual or deemed designation shall be treated as a testamentary transfer within the meaning of any statute's requirements for one's last will and testament.

IN WITNESS WHEREOF, the Member has executed and delivered this document effective as of the day and year first set forth above.

Member: Evenflow Management, LLC
By:

Nathan Anderson, Member

Deserae Anderson, Member