

- (B) **Additional Capital.** The member shall determine whether the Company requires additional capital in order to carry on its business. If the member determine such additional capital is required, such additional capital shall be contributed by the member pro-rata and in proportion to their respective percentage interest in the Company. However, the member shall have no obligation to contribute to or loan to the Company any capital whatsoever.
- (C) **No third party beneficiaries.** The obligation of the member to contribute capital is solely for the benefit of Company.
- (D) **Capital Accounts.** Separate capital accounts shall be maintained for the member. Such capital accounts shall be maintained in accordance with applicable Internal Revenue Service regulations.
- (E) **Interest on and return of capital contributions.** No member shall be entitled to interest on, or to the return of, his capital contributions, except as specifically provided herein or by written agreement otherwise.

7.

ALLOCATION OF PROFITS AND LOSSES

All allocations of profit and losses for tax purposes shall be made to the member.

8.

DISTRIBUTIONS TO MEMBER

All distributions of cash or other property shall be made to the member in accordance with their percentage interest. Distributions shall be made only when approved by the member. No member has the right to demand or receive a distribution in any form other than cash. No distribution shall be made when prohibited by the solvency test of O.C.G.A. §14-11-407.

9.

MANAGEMENT

The business and affairs of the Company shall be managed by the member/manager, Don Brotherton. The said member/manager shall have the power and authority to take action for and on behalf of the Company, and its name, to carry out the purposes for which the Company was organized, it being expressly understood that, except as hereinafter provided, the actions of the manager shall, in all events, bind the Company.

10.

LIABILITY; INDEMNIFICATION

The member shall have no liability to any other member or to the Company by virtue of any action taken by such member in good faith, and shall have liability only for acts of bad faith, gross negligence, willful misconduct, or intentionally violating any agreement contained herein.