

REGULATIONS AND MEMBERSHIP AGREEMENT

OF

Knoxville Investment Properties, LLC

A Tennessee Limited Liability Company

This Regulations and Membership Agreement ("Agreement" or "Regulations") is made effective January 1, 2013, by and between **Knoxville Investment Properties, LLC**, a Tennessee limited liability company ("Company"), and William D. King and James Stinnett, ("Member" or "Members").

Whereas, the undersigned Members are the owners of all of the outstanding interests of the Company; and

Whereas, the Members believe it to be in their best interests and in the best interest of the Company to provide for the future disposition of the Membership interests of the Company in the event of the death or other withdrawal of a Member;

It is Therefore Agreed, in consideration of the promises set forth herein, as follows:

Article I

Members' Interest In Company

Section 1. **Certificates of Membership Interest.** The Company shall have the power to issue certificates of Membership interest in registered form representing ownership of an interest in the Company ("certificates"). The denominations of the certificates shall correspond to the amount of capital contributed by the Members to the Company. The certificate shall be transferable or interchangeable on presentation at the office of the Company, property endorsed or accompanied by an instrument of transfer and executed by the Members or their authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The Company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the Company, and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the Company contributed by a Member holding a certificate, the Member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of their capital contribution.

Section 2. **Registration.** Each Member shall hold their interest in their own name, and not jointly, and the shares shall be so registered on the books of the Company.

Section 3. **Transfer of Member's Interest.** An interest of a Member in the Company may be transferred or assigned by; (a) transfer of a certificate, if certificates have been issued by the Company, or (b) by any manner sufficient to transfer personal property under applicable law. However, unless one hundred percent (100%) of the other Members of the Company other than

the Member proposing to dispose of their interest approve the proposed transfer or assignment by written consent, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income, return of contributions, and losses to which the transferor Member otherwise would be entitled.

Section 4. Endorsement on Membership Certificates. Upon the execution of these Regulations, all Membership certificates of the Company now or hereafter owned by the Members shall be endorsed as follows:

**Transfer Subject to Restrictions in Company Regulations and Membership Agreement
On File with the Company.**

Article II Member Meetings

Section 1. Annual Meetings. Unless otherwise decided by resolution of the Members, annual meetings of the Members shall be held on or before the fifteenth (15th) day of December of each fiscal year of the Company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at 10:00 a.m., or any other time and place as the Members may decide by resolution and designate in the notice of the meeting. The annual meeting shall be for the purpose of electing a Manager and for transacting any other business which may properly come before the meeting. If the annual meeting or the election of a Manager is not held on the day designated in this Section, the Members shall conduct the election at a meeting of the Members as soon as is convenient.

Section 2. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the Company, shall be held when called for by a Manager or when requested in writing by the holders of not less than thirty-five percent (35%) of the then existing contributed capital of the Company.

Section 3. Place. All meetings of the Members shall be held at a location as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

Section 4. Notice. Whenever Members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than ten (10) nor more than sixty (60) days prior to the date set for the meeting, either by hand delivery or by first class mail, to each Member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three (3) days after deposit in the United States mail addressed to the Member at their address as appears on the books of the Company, with first class postage prepaid. Written waiver by a Member of notice of a Members' meeting, signed by him/it, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

Section 5. Member Quorum and Voting. The holders of one hundred percent (100%) of the then-outstanding contributed and not returned capital of the Company who are entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of Members, except as otherwise prescribed by law or by the Articles of Organization of the Company. All Members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of one hundred percent (100%) interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless otherwise provided by law, these Regulations or the Articles of Organization of the Company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the Manager presiding over the meeting.

Section 6. Consents. Personal presence of a Member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the Manager presiding over the meeting. Attendance by a Member and voting in person at any meeting shall revoke any written consents or rejections of the Member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the Member or their attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the Manager presiding over the meeting.

Section 7. Adjourned Meeting. On adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given as provided in Section 4 of this Article to each Member of record on the new record date entitled to vote at such meeting.

Section 8. Action by Written Consent. Any matter on which the Members are authorized to take action under law, the Articles of Organization, or these Regulations may be taken by the Members without a meeting assembled if written consents to the action are signed by the Members entitled to vote on the action at a meeting and who hold a one hundred percent (100%) interest of the Members or any greater ownership interest in the Company as may be required by law, by the Articles of Organization, or by these Regulations.

Section 9. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, or any adjournment or postponement of any meeting of Members, or in order to make a determination of Members for all other proper purpose, the Manager of the Company may provide that the transfer books shall be closed for a stated period, but not to exceed in any case ten (10) days. If the transfer books shall be closed for at least two (2) days immediately preceding the meeting. In lieu of closing the transfer books, the Manager may fix in advance a date as the record date for any such determination of Members, this date may not be less than ten (10) days prior to the date

on which the particular action requiring the determination of Members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, or Members entitled to receive payment of a distribution, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, the determination shall apply to any adjournment or postponement of the meeting.

Article III Management

Section 1. Company Manager.

(a) The Company will be managed by one Manager. The Members may elect a Manager annually at the annual meeting of the Members, and each Manager shall serve at the pleasure of the Members. By a vote of one hundred percent (100%) or greater, the Members may replace any Manager whom they remove with an interim Manager who shall serve until the next annual meeting of Members and until a replacement is qualified and elected. The respective offices and responsibilities of the Managers shall be determined by resolution of the Members, which may be amended from time to time solely by the Members.

(b) The powers of the Manager may be enlarged or restricted, as set forth in the Resolution of the Members. Initially, the Manager shall have the right or power to do any of the following acts without a vote by the Members approving the acts:

(1) Sell, assign, pledge, mortgage or otherwise encumber any of the Property, real, personal or mixed, of the Company;

(2) Borrow money in the name of the Company or utilize collateral owned by the Company as security for loans;

(3) Assign, transfer, pledge, compromise or release any of the claims of or debts due the Company except on payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies between the Company and third parties;

(4) Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession or judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the Company;

(5) Lease or mortgage any real estate of the Company or any interest in the real estate of the Company or enter into any contract for any such purpose; or

(c) Initially, the Manager shall receive no compensation. The Members shall have the authority to approve reasonable compensation of the Manager and to approve reasonable compensation for any Member for the services actually rendered to the Company.

The Company may, by resolution, reimburse all Members and Managers for actual expenses incurred in attending meetings of Members.

Section 2. Transfer of Company Property. Real or personal property owned or purchased by the Company shall be held and owned, and conveyance shall be made, in the name of the Company. When authorized in accordance with Section 1 of this Article, instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and bind the Company if they are executed by one or more managers of the Company.

Section 3. Indemnification. The Company may indemnify to the fullest extent permitted by law any person who was or is a party or has been threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is a manager of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of any other company, partnership, joint venture, trust or other enterprise.

Article IV Fiscal Matters

Section 1. Capital Account. An individual capital account will be maintained for each Member. A Member shall not be entitled to any part of his capital account or to receive any distribution from the Company, except as may be authorized by the Members or until the full and complete winding up and liquidation of the business and affairs of the Company. No Member shall be entitled or required to make any capital contributions to the Company other than as provided in these Regulations or in the Articles of Organization of the Company. No interest shall be paid on the initial or any subsequent capital contribution to the Company.

Section 2. Profits and Losses. An individual income account will be maintained for each Member. The net profits or net losses of the Company, after providing for the expenses of the Company, shall be distributable or chargeable, as the case may be, to each of the Members according to their proportionate interest in the Company.

Section 3. Loans. Any Member may, but shall not be required to, make loans to the Company in an amount, at a time, and on terms as may be approved by resolution of the Members. No loan in this manner shall be considered a contribution to capital. The Company shall not loan or advance funds to any Member, nor permit its assets to be encumbered to secure the obligations of a Member, without the prior written consent of each of the other Members.

Section 4. Distributions. Available cash shall be distributable to the Members in proportion to their respective then existing nonreturned, contributed capital as the Members may agree.

Article V

Financial Statements and Books

Section 1. **Books of Account.** The Manager, or other person appointed by vote of the Members, shall keep adequate books of account of the Company which shall record and reflect all of the capital contributions of the Members to the Company and all of the expenses and transactions of the Company. The books of account shall be kept at the principal place of business of the Company, and each Member and their authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at their expense, copy the books of account and all records of the Company, including a list of the names and addresses and interests owned of each of the Members. All books and records of the Company shall be kept on the basis of an annual accounting period ending on December 31st, except for the final accounting period which shall end on the dissolution or termination of the Company without reconstitution.

Section 2. **Bank Accounts, Funds, and Assets.** The Company's funds shall be deposited in a bank or banks as the Manager deems appropriate. These funds shall be withdrawn only by the authorized persons as designated by the Members.

Section 3. **Tax Returns and Reports.** The Manager shall cause income tax returns and reports for the Company to be prepared and timely filed with the appropriate authorities. The Manager shall also cause to be prepared, and timely filed with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any Member shall be provided with a copy of any such report on request without expense to him/it.

Section 4. **Reports and Financial Statements.** The Manager shall provide the following reports and financial statements to the Members:

(a) Within ninety (90) days after the end of each fiscal year, (i) a balance sheet as of the end of that fiscal year, together with related statements of income, Members' equity, and changes in financial position (the balance sheet and statements to be prepared in accordance with generally accepted accounting principles and applicable law), and (ii) a report of the activity of the Company for the fiscal year;

(b) Within sixty (60) days after the end of each fiscal quarter, a report of the period containing an unaudited balance sheet, statement of income and statement of changes in financial position and a report covering the activities of the Company for the quarter; and

(c) As soon as practicable after the end of each fiscal year but not later than April 15, all information necessary for the preparation of a Member's federal income tax returns.

Article VI

Transfers of Membership Interest

Section 1. Sale or Other Disposition of Interest. Unless consented to in writing by all Members, no Member shall sell, exchange, transfer, assign, donate, or otherwise in any manner dispose of any interest in the Company now or hereafter owned by him/it, except in conformity with this Agreement. A purported transfer or any interest in the Company not in conformity with this Agreement shall be null and void and of no effect.

Knoxville Investment Properties, LLC shall have the right of first refusal on all transactions of Members' Interests.

Value of units will be agreed upon annually by a vote of one hundred percent (100%) and will be based on cash on hand, plus real estate value less mortgage debt.

Section 2. Pledge or Hypothecation. This Agreement shall not be deemed to restrict a pledge or assignment of a Member's interest in the Company as collateral to secure a loan, or other hypothecation, but a sale or other realization on the collateral under such pledge or assignment shall be subject to all the provisions of this Agreement.

Article VII

Dissolution and Continuance

The Company shall be dissolved on the death, resignation, expulsion, bankruptcy or dissolution of a Member, or on the occurrence of any other event which terminates the continued Membership of a Member in the Company, unless the business of the Company is continued by the written consent of all the remaining Members. Continuance of the Company is further conditioned upon the purchase obligations of this Agreement.

Article VIII

Liquidation

On the Company's dissolution, the Members shall appoint a liquidating agent who, at the direction of the Members, will proceed to make a full and general accounting of the assets and liabilities of the Company, liquidate the assets of the Company, discharge its liabilities, and otherwise wind up the affairs of the Company. Profits and losses accruing during the course of the liquidation will continue to be allocated among the Members as set forth in Section 5 of Article IV. Upon such liquidation, the Liquidating Agent shall promptly liquidate the affairs of the Company by discharging all debts and liabilities of the Company, and by distributing all remaining assets in cash, or in kind, or partly in kind, as set forth below, by the end of such taxable year, or if later, within ninety (90) days after the date of such liquidation. Any assets of the Company remaining after liquidation shall be applied as follows:

(a) First, to pay and discharge all the Company's debts and other liabilities not already satisfied;

(b) Second, to establish a reserve for contingent liabilities of the Company, if any, in an amount agreed to by the Members; and,

(c) Last, the balance to the Members in proportion to the respective positive capital accounts in accordance with prevailing Internal Revenue Service, Department of Treasury Regulations.

Article IX Miscellaneous

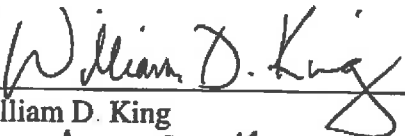
Section 1. Amendments. These Regulations may be altered, amended, added to, or repealed by an affirmative unanimous vote of the Members at any special meeting of the Members, if notice of the proposed alteration, amendment, addition, or repeal is contained in the notice of the meeting, or by a written instrument signed by the Members and the Company and filed with the Company. These Regulations are intended to govern and manage the affairs of the Company, and no Regulations, amended or otherwise, shall be inconsistent with law or the Articles of Organization.

Section 2. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, must be given in writing, in the case of the Company to its principal office, and in the case of any Member or personal representative to their residence or to such other addresses which may be designated by him/it.

The undersigned Member certifies that the preceding constitutes the Regulations and Membership Agreement of Knoxville Investment Properties, LLC as adopted by the Members effective January 1, 2013.

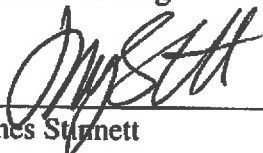
Members:

BY:



William D. King

BY:



James Starnett