

SECRETARY OF STATE

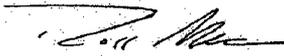


**LIMITED LIABILITY COMPANY CHARTER**

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **INNOVATIVE GLOBAL INITIATIVES AND SOLUTIONS LLC** did on January 13, 2012, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 13, 2012.

  
ROSS MILLER  
Secretary of State

Certified By: Electronic Filing  
Certificate Number: C20120113-0386  
You may verify this certificate  
online at <http://www.nvsos.gov/>



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**ROSS MILLER**  
 Secretary of State  
 204 North Carson Street, Suite 4  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: www.nvsos.gov

**Articles of Organization  
 Limited-Liability Company**  
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>Ross Miller</i> Ross Miller Secretary of State State of Nevada	Document Number <b>20120024265-64</b> Filing Date and Time <b>01/13/2012 8:54 AM</b> Entity Number <b>E0022502012-4</b>
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(This document was filed electronically.)  
 ABOVE SPACE IS FOR OFFICE USE ONLY

USE BLACK INK ONLY - DO NOT HIGHLIGHT

<b>1. Name of Limited-Liability Company:</b> (must contain approved limited-liability company wording; see instructions)	INNOVATIVE GLOBAL INITIATIVES AND SOLUTIONS LLC		Check box if a Series Limited-Liability Company: <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company: <input type="checkbox"/>
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: DJP CORPORATE SERVICES NEVADA Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below)			
<b>3. Dissolution Date:</b> (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
<b>4. Management:</b> (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) <b>OR</b> <input type="checkbox"/> Member(s) (check only one box)			
<b>5. Name and Address of each Manager or Managing Member:</b> (attach additional page if more than 3)	1) RALPH R. JOHNSON Name			
	3215 WHALE TAIL ROAD Street Address	ASHEBORO City	NC State	27205 Zip Code
	2) JACQUELINE M. JOHNSON Name			
	3215 WHALE TAIL ROAD Street Address	ASHEBORO City	NC State	27205 Zip Code
	3) Name			
	Street Address	City	State	Zip Code
<b>6. Effective Date and Time:</b> (optional)	Effective Date:	Effective Time:		
<b>7. Name, Address and Signature of Organizer:</b> (attach additional page if more than 1 organizer)	RALPH R. JOHNSON Name		<input checked="" type="checkbox"/> RALPH R. JOHNSON Organizer Signature	
	3215 WHALE TAIL ROAD Address	ASHEBORO City	NC State	27205 Zip Code
<b>8. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity.			
	<input checked="" type="checkbox"/> DJP CORPORATE SERVICES NEVADA Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity			1/13/2012 Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles  
 Revised: 8-31-11

## OPERATING AGREEMENT

OF

### INNOVATIVE GLOBAL INITIATIVES AND SOLUTIONS, LLC

#### 1. OFFICES

1.1 Principal Office. The principal office of the Limited-liability Company (hereafter the "Company") shall be located at 3215 Whale Tail Road, Asheboro, NC 27205. The Company may have such other offices, either within or without the state of Nevada as the members may designate or as the business of the Company may from time to time require.

1.2 Registered Office; Registered Agent. The registered office of the Company, required by Nevada Revised Statutes 86.231 to be maintained in the State of Nevada may, but need not, be identical with the Principal Office in the State of Nevada. The address of the initial registered office of the Company is 10785 West Twain Avenue, Suite 200, Las Vegas, Nevada 89135. The registered agent at such office is DJP Corporate Services Nevada. The registered office may be changed from time to time by action of the members and by filing the prescribed form with the Nevada Secretary of State.

#### 2. MEETINGS OF MEMBERS

2.1 Annual Meeting. The annual meeting of the members shall be held in the month of JANUARY in each year, beginning with the year 2012, for the purpose of electing the manager and for the transaction of such other business as may come before the meeting. If the election shall not be held at the time designated herein for the annual meeting of the members, or at any adjournment thereof, the members shall cause the election to be held at a special meeting of the members as soon thereafter as it may conveniently be held.

2.2 Regular Meetings. The members may provide for the holding of regular meetings by resolution prescribing the time for such meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

2.3 Special Meetings. Special meetings of the members, for any purpose or purposes, may be called by the managers or by any two members.

2.4 Notice of Meeting. Except where notice is not required, as provided herein, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) days before the date of the meeting, by or at the direction of the managers, to each member of record entitled to vote at such meeting. When all the members of the Company are present at any meeting and do not object to notice, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given. Notwithstanding the above, if either notice of two consecutive annual meetings and required notices of all meetings in the interim, or two payments of distribution of profits sent by U. S. Postal Service mail during a twelve-month period are returned as undeliverable, the giving of further notices is not required. In that event, any action taken without notice to the member shall be deemed to have been taken with notice to the member until such time as the member provides a current address to the Company.

2.5 Meeting Without Notice. If all the members shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any company action may be taken.

2.6 Place of Meeting. Except as provided herein, all meetings of the members shall be at the principal office or registered office stated in sections 1.1 and 1.2 above. Any meeting of the members may be held at any other location upon unanimous agreement of the members. A written consent to hold a meeting at an alternate location shall be irrevocable for purposes of one meeting specified therein.

2.7 Waiver of Attendance. Attendance by a member at a meeting shall be deemed to be a waiver of any objection to notice or place of a meeting, unless the member appears solely for purposes of objecting to notice or place of meeting.

2.8 Quorum. At any meeting of the members, a majority of the equity interests, as determined from the capital contribution of each member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.9 Proxies. At all meetings of members, a member may vote by written proxy by the member or by his or her duly authorized attorney-in-fact. To be effective, such proxy must be personally received by the managers, or received at the office of the managers at the Company's principal office at least ten (10) hours prior to

the time of commencement of the meeting. In addition to an original writing, members may designate a proxy by a telegram, cablegram, or facsimile that sets forth sufficient information to determine that the transmission was authorized by the member. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy. No proxy shall, in any case, be valid for longer than seven (7) years from the date of the execution.

2.10 Voting by Certain Members. Equity ownership interests standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the bylaws, partnership agreement, or other operating agreements of such entity may prescribe. Equity ownership interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such certificates into his or her name.

2.11 Manner of Acting.

(a) Formal Action by Members. Unless otherwise specified for certain actions in the Articles of Organization or this Operating Agreement, the act of a majority of the equity ownership interests of members present at a meeting at which a quorum is present shall be the act of the members. Upon demand of any member, voting on a particular issue may be recorded in accordance with percentage of equity ownership in the Company.

(b) Procedure. A manager of the Company, when present, shall preside at meetings of the members. The presiding manager or the members may move or second any item of business. A record shall be maintained of the meetings of the members. The members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

(c) Presumption of Assent. A member of the Company who is present at a meeting of the members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the Operating Manager or person presiding at the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the managers immediately after the "adjournment of the meeting." Such right to dissent shall not apply to a member who voted in favor of such action.

(d) Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

2.12 Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Report of the Operating Manager
5. Reports of committees, if any
6. Unfinished Business
7. New Business

2.13 Telephonic Meeting. Members of the Company may participate in any meeting of the members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. The Company shall provide members with adequate means by which to participate in all meetings telephonically, by conference call capability at the meeting location, or other adequate means.

2.14 Informal Action by Members. Any action required to be taken at a meeting of the members or any other action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the members entitled to vote with respect to the subject matter thereof.

2.15 Presumption of Assent. A member of the company who is present at a meeting of the members at which action on any company matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the manager of the company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.

### 3. FISCAL MATTERS

3.1 Fiscal Year. The fiscal year of the Company, for both accounting and tax reporting purposes, shall be the calendar year.

3.2 Deposits. All cash funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the members may select.

3.3 Contracts, Conveyances. Except as otherwise specifically provided herein, no contracts on behalf of the Company shall be executed except by a resolution of the members. No conveyances of property of the Company, other than payments of money in the ordinary course of the Company's business, shall be made except upon authorization by a resolution of the members. The members may, by resolution, authorize the managers or designated managing officers to enter into any contract or execute any instrument. Such authorization may be general or confined to specific instances.

3.4 Loans. No loans shall be contracted on behalf of the Company, and no notes or other evidence of indebtedness of the Company shall be issued except upon authorization by resolution of the members. The members may, by resolution, authorize the managers or designated managing officers to contract loans or issue notes or other evidences of indebtedness. Such authority may be general or confined to specific instances.

3.5 Checks, Drafts, Etc. All checks, drafts, notes, liabilities incurred by the Company, or other orders for the payment of money issued in the name of the Company shall be signed by a manager or managers to be designated for that purpose.

3.6 Accountant. An accountant may be selected from time to time by the members to perform such tax and accounting services as may from time to time be required. The accountant may be removed by the members at any time, with or without cause.

3.7 Legal Counsel. One or more attorneys at law may be selected from time to time by the members to review the legal affairs of the Company and to perform such other services as may be required and to report to the members with respect thereto.

#### 4. MEMBERSHIP RECORDS AND TRANSFER OF OWNERSHIP

4.1 Membership Records. The managers shall maintain a current record of the members, their equity ownership interest in the Company, their capital accounts, and their membership percentage.

4.2 Transfer of Ownership. Any member may transfer his or her membership interest in the Company at any time. The transferee 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 only be entitled to receive the share of the profits or other compensation and the return of contributions, if any, to which that member would otherwise be entitled.

4.3 No Return of Capital. No member shall be entitled to receive any part of his or her contribution to capital until the dissolution of the Company or liquidation of that member's interest in the Company.

## 5. CAPITAL AND CAPITAL CONTRIBUTIONS

5.1 Capital of the Company. The capital of the Company shall be the aggregate amount of the capital contribution made to it by the members.

5.2 Original Contribution of Members. The members shall contribute to the Company certain properties or services particularly described on Exhibit A, which is attached hereto and incorporated by this reference.

5.3 Membership Percentages. Each member's membership percentage is his or her percentage of equity ownership of the Company, which shall be the equivalent of the amount of each member's capital account as a percentage of the capital of the Company. The initial membership percentages of each member are set forth on Exhibit A.

5.4 No Additional Capital Contributions. Members will not be obligated to make additional contributions to capital except upon a resolution of the members that includes a determination of business necessity.

## 6. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each member under the rules for maintaining capital accounts as may be prescribed in federal treasury regulations. Unless required to the contrary by regulations, a member's capital account shall be his or her original capital contribution, increased by his or her share of (a) income, (b) gain and (c) tax-exempt income of the Company, and reduced by his or her share of (d) distributions of money or property, (e) deductions, (f) losses and (g) other Company expenditures.

## 7. ADMISSION OF NEW MEMBERS

New members may be admitted to the Company upon unanimous agreement by the members.

## 8. DISTRIBUTION OF PROFITS AND LOSSES

8.1 General. The members may from time to time unanimously declare, and the Company may distribute, accumulated profits determined to be not necessary for the cash needs of the Company's business. Such distributions may be made subject to the additional requirement that, after such distribution is made, the assets of the Company exceed the net losses (determined for federal tax purposes) and other liabilities of the Company, except liabilities to members on account of their capital

contributions. Unless otherwise provided, retained profits shall be deemed to be an increase in the capital of the Company.

8.2 Allocations. The net profits of the Company shall be allocated to all members in proportion to their capital accounts. All losses and deductions shall be allocated to the members in proportion to their capital accounts.

8.3 Rules for Determining Profits and Losses. For the purpose of determining net profits distributable among the members, and for the purpose of determining net losses to be borne by the members, the rules for determination of net income or net losses for federal income tax purposes shall apply. Such income or losses shall be allocated among and borne by the members at the end of each accounting year as above provided. The members may establish additional rules and procedures for determining and allocating the profits to the members consistent with federal treasury regulations and the provisions of this Operating Agreement.

8.4 Distributions on Dissolution. Upon dissolution of the Company, or liquidation of any member's interest in the Company, liquidating distributions will be in accordance with the positive capital account balances of each member, as determined after taking into account all capital account adjustments for the tax year during which such liquidation occurs.

## 9. BOOKS AND RECORDS

9.1 Books and Records. The books and records of the Company required by Nevada Revised Statutes 86.241 shall be kept at the registered office of the Company. Other books and records shall be kept at such other places, within or without the state of Nevada, as the members shall from time to time determine.

The books and records which the Company shall keep at its registered office are:

- (a) A current list of the full name and last known business address of each member and manager separately identifying the members in alphabetical order and the managers, if any, in alphabetical order;
- (b) A copy of the filed articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Company for the three (3) most recent years; and

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(e) Unless contained in the articles of organization, a writing setting out:

(1) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute;

(2) The items of which or events on the happening of which any additional contributions agreed to be made by each member are to be made;

(3) Any right of a member to receive, or of a manager to make, distributions to a member which include a return of all or any part of the member's contribution; and

(4) Any events upon the happening of which the limited liability is to be dissolved and its affairs wound up.

9.2 Right of Inspection. Any member of record shall have the right to examine, at any reasonable time or times, for all purposes, the financial statements, the books and records of account, minutes and records of members and to make copies thereof, with copies at the members' expense. Such inspection may be made by any agent or attorney of the member.

9.3 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting practices.

## 10. MANAGEMENT

10.1 Management. The business of the Company shall be managed by one or more managers who need not be members of the Company. Any manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which he or she is authorized to execute under Article 3 of this Operating Agreement, except in cases where the signing or execution thereof shall be expressly delegated by the members or by this Operating Agreement or by statute to some other manager of the Company; and, in general, he or she shall perform all duties as may be prescribed by the members from time to time.

10.2 Duties of Managers. The managers shall be responsible for the general overall supervision of the business and affairs of the Company. The specific authority and responsibility of the managers shall include the following:

(1) The managers shall effectuate this Operating Agreement and the regulations and decisions of the members;

(2) The managers shall direct and supervise the operations of the Company;

(3) The managers, within such parameters as may be set by the members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company;

(4) The managers, within the budget established by the members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work;

(5) The managers shall keep the members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the members at each annual meeting and at other times as may be directed by the members.

10.3 Election and Tenure. The managers of the Company shall be elected annually by the members at the annual meeting. Each manager shall hold office from the date of his or her election until the next annual meeting and until his or her successor shall have been elected, unless he or she shall sooner resign or be removed.

10.4 Resignations and Removal. Any manager may resign at any time by giving written notice to the managers or to all of the members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any manager may be removed at any time by the members with or without cause.

10.5 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the members.

10.6 Salaries. The salaries of the managers shall be fixed from time to time by the members and no manager shall be prevented from receiving such salary by reason of the fact that he or she is also a member of the Company.

10.7 Presumption of Assent. A manager of the company who is present at a meeting of the managers at which action on any company matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a manager who voted in favor of such action.

#### 11. DISQUALIFICATION OF MEMBERS, MANAGERS AND EMPLOYEES

If any member, manager or employee of the company becomes legally disqualified to practice his or her profession within the State of Nevada, he or she shall sever all employment with, and financial interest (other than an interest as a creditor) in, the company forthwith or as otherwise provided in Section 12. Such legal disqualification to practice his or her profession within the State of Nevada shall be deemed to constitute an irrevocable offer by the disqualified member to sell his or her membership interests to the company pursuant to the provisions of Section 12.

#### 12. DEATH OR DISQUALIFICATION OF MEMBERS

The company shall purchase or redeem the membership interests of a member in case of death or disqualification pursuant to the provisions of Section 11, within a reasonable period of time after appointment of the executor, administrator, or other legal representative of the estate of the deceased or incompetent member, or within a reasonable period of time after a disqualification of a living member. The purchase price shall be the member's capital account adjusted to the date of the withdrawal.

#### 13. MISCELLANEOUS

13.1 Arbitration. Any controversy or claim between members relating to the Articles of Organization or this Operating Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used.

13.2 Notice. Except as provided in Section 2.8 (regarding proxies), whenever notice of any kind is required or permitted under the terms and provisions of the Nevada Revised Statutes, the Articles of Organization or this Operating agreement, the same may be deposited with the U. S. Postal Service by registered or certified mail, postage prepaid, to the indicated parties at their last known address as shown in the records of the Company, or in lieu thereof, by regular first class mail, postage prepaid, private carrier, facsimile, or delivery in person. If properly mailed by registered or certified mail, the date of mailing shall be the effective date of notice. If notice is by facsimile, the effective date shall be the next date after the date of receipt of transmission that is not a weekend or U. S. Postal Service holiday. Otherwise, the effective date of notice shall be the date of actual receipt by the party entitled to notice.

Members changing their addresses shall give notice to the Company and the Company shall give notice of its change of registered or principal office within ten (10) days.

13.3 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Nevada Revised Statutes, the Articles of Association of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

13.4 Indemnification of Members, Managers. Unless the members determine that he or she did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and unless the members determine that, with respect to any criminal acts or proceeding he or she was without reasonable cause to believe that his or her conduct was unlawful, the Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, 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 or she is or was a member of the Company or a managing officer, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in good faith and in a manner which he or she 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 or her conduct was unlawful.

13.5 Other Indemnification. The Company may, by member action, indemnify any employee, agent, or other person acting on behalf of the Company under the same terms and conditions as set forth in section 13.4. The Company shall indemnify members, managers, employees and agents when the requirements of Nevada Revised Statutes 86.431(1) (generally, regarding successful defense of actions) have been met.

13.6 Indemnification Funding; Insurance. The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the members may from time to time deem proper. The members may cause the Company to maintain insurance coverage to provide for any expenses of indemnification of the Company.

13.7 Anticipated Transactions. It is anticipated that the members and managers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the members,

subject to the requirements regarding transactions with interested members, managers and employers as stated in the articles of organization.

13.8 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

13.9 Articles and Other Headings. The articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

13.10 Reimbursement of Managers and Members. Managers and members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

13.11 Document Copies. Except where otherwise limited by law, any photocopy, facsimile copy, or other reliable reproduction of any writing may be substituted for the original writing or for any original signature affixed thereto for any Company business purpose (including, without limitation, notices and consents) for which the original could be used, provided that the copy or reproduction is a complete and accurate reproduction of the entire original writing.

#### 14. AMENDMENTS

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by a majority vote of the equity interests of the members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

#### CERTIFICATION

THE UNDERSIGNED, being all of the members of INNOVATIVE GLOBAL INITIATIVES AND SOLUTIONS, LLC, hereby evidence the adoption and ratification of the foregoing Operating Agreement of the Company.

EXECUTED by each member on the date indicated.

01.17.12  
Date

Ralph R. Johnson  
RALPH R. JOHNSON

01.17.12  
Date

Jacqueline M. Johnson  
JACQUELINE M. JOHNSON

**EXHIBIT A**

**INNOVATIVE GLOBAL INITIATIVES AND SOLUTIONS, LLC**

ORIGINAL CONTRIBUTION OF ASSETS  
(Per Article 5 of the Operating Agreement)

<b>MEMBER</b>	<b>ASSETS CONTRIBUTED</b>	<b>PERCENTAGE OF INTEREST</b>
Ralph J. Johnson and Jacqueline M. Johnson, husband and wife as community property with rights of survivorship		100%