

**JAKE JONES PROPERTIES LLC
AGREEMENT TO FORM A LIMITED LIABILITY COMPANY**

AGREEMENT is made effective this 5th day of April, 2012, between **DANIEL P. CAVENDER** and **JEFF VAN DRUNEN**, (hereinafter, "the parties").

In consideration of mutual promises herein contained, the undersigned parties agree to form a Limited Liability Company (hereinafter "LLC") under the Indiana Business Flexibility Act to undertake and carry on as follows:

SECTION 1. NAME: The name of the LLC shall be "JAKE JONES PROPERTIES LLC".

SECTION 2. PURPOSE: The LLC shall be formed for the purpose of purchasing, selling and managing residential and commercial real estate.

In addition, the LLC shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Indiana, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

SECTION 3. UNDERSTANDING: This provision is set forth in general terms the essential elements of the understanding of the parties. The manner of the operation of the LLC will be more specifically delineated in the Operating Agreement of the LLC.

SECTION 4. MATTERS CONSIDERED: The parties to this agreement have reviewed with their tax accountant the commercial form and structure options. Specifically, as to form, the parties reviewed Subchapter C corporations, Subchapter S corporations, partnerships, limited partnerships, joint ventures, and unincorporated associations. The parties hereto unanimously chose to form a limited liability company under the laws of the State of Indiana.

Having made the decision to form a limited liability company under the Indiana Business Flexibility Act, the parties then discussed the following structure options:

- a) The Name.
- b) The Management. Discussion concerning the Management involved such issues as (a) should all members participate in making or ratifying all decisions; (b) if there is to be a delegation of management, then to whom and with what restrictions; (c)