OPERATING AGREEMENT
OF
New Horizon Homes, LLC

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of **New Horizon Homes, LLC**, a Maryland limited liability company (the "Company"), is adopted as of the 15th day of January, 2019, by the undersigned, being all the members of the Company (individually, each a "Member" and collectively, the "Members").

1. Formation of Company. The Members hereby organize the Company pursuant to the provisions of the Maryland Limited Liability Company Act (the "Act") and this Agreement, and the rights and obligations of the Members shall be as provided in the Act, except as otherwise provided herein.

2. Name. The name of the Company shall be **New Horizon Homes, LLC** or such other name as the Members may from time to time select. The Company may do business under that name and under any other name or names upon which the Members may determine. If the Company does business under a name other than that set forth in the Articles of Organization, then the Company shall file a trade name certificate with the Maryland State Department of Assessments and Taxation ("SDAT") or such other state authority as required by law.

3. Principal Place of Business. The address of the principal office of the Company is 607 Twilight Terrace Ct, Mount Airy MD, 21771. The name and address of the Resident Agent of the Company in this State is Gregory Byerly: 607 Twilight Terrace Ct, Mount Airy MD, 21771. Said Resident Agent is an individual actually residing in this State. The business of the Company also may be conducted at such other or additional place or places as may be designated by the Members.

4. Term of the Company. The Company shall commence on the date hereof and shall continue in existence until such existence is terminated pursuant to this Agreement.

5. Purposes of the Company. The purposes of the Company are:

(1) to acquire, hold, own, improve, develop, manage, operate and otherwise deal with real estate, and to do any and all things necessary, convenient or incidental to the achievement of the foregoing; and

(2) to engage in any other act or activity for which limited liability companies may be organized under the Maryland Limited Liability Company Act (the "Act"), as amended from time to time.

6. Capital/Real Property Contributions and Percentage Interests.

6.1 Initial Contributions. The Members initially shall contribute cash, debt and/or real property (as applicable) in the amount as set forth in Exhibit A attached hereto.

6.2 Initial Percentage Interests. The Initial Percentage Interests of the Members shall be as set forth on Exhibit A, which Percentage Interests may be adjusted under Section 6.4

6.3 Additional Capital Contributions. In the event that the Members whose aggregate Percentage Interests exceed 50% determine that additional capital is needed, the Members may attempt to obtain such capital by means of loans from third parties or loans from Members, with priority given to Members. Any Member may, with the written consent of a Majority of Members, loan funds to the Company to the extent required for bona fide business purposes and on such terms and conditions as are Approved by the Members. Loans by any Member to the Company shall be evidenced by a note, shall not be considered contributions to the capital of the Company, and shall not increase the Capital Account of the lending Member. Repayment of such loan shall not be deemed a withdrawal from the capital of the Company. Any such loans shall be repaid solely out of assets of the Company and no Member shall have any personal liability for any portion of such indebtedness.

6.4 Capital Accounts; Adjustments to Percentage Interests. A separate capital account shall be maintained for each Member. The capital accounts shall be determined, maintained and adjusted in accordance with the capital accounts maintenance rules required by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Members shall not be paid interest on their Capital Accounts.

7. Distributions and Allocations.

7.1 Distributions. Cash distributions shall be made in the amounts and at the times determined by Members whose aggregate Percentage Interest exceed 50%. All cash distributions shall be made to the Members in proportion to their Percentage Interests.

7.2 Tax Allocations. Except as otherwise required by applicable provisions of tax law, Company taxable income and loss shall be allocated to the Members in proportion to their Percentage Interests.

8. Books of Account, Accounting and Reports, Fiscal Year, Tax Returns, and Tax Election.

8.1 Books of Account. The Company's books and records shall be maintained by the Members at such place as they from time to time deem appropriate and each Member shall have access thereto at all reasonable times. The books and records shall reflect clearly and accurately all transactions and other matters relative to the Company's business as are usually entered into books and records of accounts maintained by persons engaged in businesses of a like character.

8.2 Accounting and Reports. As soon as reasonably practicable after the end of the Company's fiscal year in sufficient time to permit the timely filing of income tax returns, the Members shall cause to be prepared and furnished to each Member financial statements for the Company for the year then ending and an individual statement showing the amounts allocated to or allocated against each such Member during or in respect of such year, including any items of income, deductions, credit, or loss allocated to him for purposes of the Internal Revenue Code and any applicable state or local income tax laws. The financial statements of the Company need not be audited.

8.3 Fiscal Year. The fiscal year of the Company shall end on the 31st day of December in each year.

8.4 Banking. All funds of the Company received from any and all sources shall be deposited in such separate checking and/or savings account or accounts as shall be determined by the Managing Members.

8.5 Tax Returns; Filings. Gregory Byerly shall be the "Tax Matters Partner" and shall, and is hereby irrevocably authorized, on behalf of the Company and its Members to provide for the preparation and filing of all necessary tax returns or other filings required under any governmental authority for the reporting of taxes and/or for the maintenance of the Company in good standing as a limited liability company under the Act and to do business in Maryland, unless and until such other person is designated by a Majority of the Members.

9. Management and Duties.

9.1 Management. The management and operational control of the Company shall be vested in Gregory Byerly and John Stockton, who shall act as the Managers of the Company (individually, each a "Manager" and collectively, the "Managers"). Except as otherwise provided in this Agreement, the Managers shall have the right to act for and bind the Company in the ordinary course of its business, as thereby agreed upon. The Managers shall have the right to enter into contracts, loans, agreements and take other actions that bind the Company in connection with its stated purposes, to execute deeds and other documentation necessary for the purchase and/or sale of Company property, and perform any other acts on behalf of the Company in order to further its stated purposes, all as the Managers agree upon and deem necessary or appropriate without the need for approval (written or oral) from the Members.

(a) Compensation.

The Managers shall not receive compensation for services rendered to the Company as Manager, unless approved in writing by a Majority of the Members.

(b) Expenses.

The Managers shall be entitled to have the Company pay, or to be reimbursed by the Company for, all expenses reasonably incurred by the Managers in connection with the Company's business.

9.2 Actions Requiring Majority Approval. Notwithstanding the foregoing powers of the Managers as stated in Section 9.1 herein, no act shall be taken by the Company with respect to a matter within the scope of any of the major decisions listed below, unless such act has been approved by the Majority of the Members. The major decisions requiring such approval shall be the following:

(i) the sale of all or substantially all of the assets of the Company;

(ii) any amendment to this Agreement;

(iii) the dissolution or termination of the Company;

(iv) the merger or other combination of the Company with or into another entity; or

(v) the admission of additional Members.

9.3 Duties and Obligations of The Members.

A. The Managers and Members shall at all times conduct the affairs of the Company and the affairs of all its affiliates in such a manner that no Member and/or Manager will have any personal liability for Company debts, except for said Member's Capital Contribution and as otherwise contemplated by this Agreement.

B. The Managers and Members shall be under a fiduciary duty to conduct the affairs of the Company in the best interests of the Company, including the safekeeping and use of all Company funds and assets and the use thereof for the benefit of the Company. The Managers and Members shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Company.

9.4 Indemnification. The Managers and Members shall be indemnified by the Company for any act or omission performed or omitted by them within the scope of the authority conferred on them by this Agreement, except for acts of gross negligence, malfeasance, fraud or willful misconduct; provided that, any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Member and/or Manager shall have any personal liability on account thereof beyond the amount of his Capital Contribution.

10. Transfer of Interests.

10.1 Consent Required. Except for the pledge of interests in the Company to secure indebtedness of the Company, no Member shall transfer, dispose of, or encumber all or any part of his Company interest or withdraw from the Company except with the prior unanimous written approval of the Members, which approval shall not be unreasonably withheld. Upon the transfer of an interest in the Company in compliance with this Section, the transferee of such interest in the Company shall be admitted as a Member upon signing a joinder agreement in form and substance satisfactory to all Members and upon signing a counterpart of this Agreement as then in effect.

11. Dissolution of the Company.

11.1 Events Resulting in Dissolution. The happening of any one of the following events shall result in an immediate dissolution of the Company:

(a) Unanimous agreement of Members;
(b) The disposition of substantially all Company property; or
(c) The death, dissolution, bankruptcy, or adjudicated incompetence of any Member, unless the remaining Member(s) unanimously elect to continue the business of the Company within ninety (90) days after such death, dissolution, bankruptcy or adjudication of incompetence of such Member. In the event the remaining Member(s) agree to continue the business of the Company, then (i) the remaining Members shall promptly notify such other Member, or in the event of that Member's death or adjudicated incompetence, the Member's estate, beneficiary or other representative, within thirty (30) days, and (ii) the Percentage Interests of the Member subject to such death, dissolution, bankruptcy or adjudicated incompetence shall be managed by the estate or beneficiary of such Member who shall be deemed as the trustee of that Member's Percentage Interests with the authority to vote and otherwise act of behalf of that Member, as if the Member himself was so voting or acting.

11.2 Liquidation. In the event of the dissolution of the Company for any reason, the Members shall commence to wind up the affairs of the Company and to liquidate its assets. The Members shall continue to share profits and losses during the period of liquidation in the same proportion as before the dissolution. Any property distributed in kind in liquidation shall be valued (in the manner set forth in Section 6.4) and shall be treated as though the property were sold and the proceeds distributed.

11.3 Distribution of Liquidation Proceeds. Upon liquidation, the assets of the Company shall be used and distributed in the following order: (a) to pay or provide for the payment of all debts and liabilities of the Company to creditors who are not Members and all expenses of liquidation; (b) to pay or provide for the payment pro rata of all debts and liabilities of the Company to creditors who are Members, and (c) to be distributed to the Members in proportion to their Percentage Interests.

11.4 Liquidation Accounting. Within a reasonable time after the date the assets have been distributed in liquidation, the Members shall cause to be prepared and provided to each Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's pro rata portion of distributions made pursuant to Section 11.3 hereof.

11.5 Termination. Upon the completion of liquidation of the Company and the distribution of all Company assets, the Company shall terminate.

12. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

13. Amendments. This Agreement may be amended at any time and from time to time only in writing and with approval of the Members, as set forth in Section 9.2; provided, however, that no Member's interests in Company distributions or capital may be reduced without the consent of that Member except as otherwise provided in this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which shall together constitute one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Members have adopted this Agreement as of the day and year first above written.

COMPANY: **New Horizon Homes, LLC**

Gregg Byerly

Gregory Byerly, Authorized Person

MEMBERS:

Gregg Byerly

Gregory Byerly

John Stockton

EXHIBIT A

Members' Percentage Interests and Contributions:

Member	**Units**	**Percentage Interest**	**Capital/Property Contribution**
Gregory Byerly	[5,000] Common Units	50%	$0.00 (USD)
John Stockton	[5,000] Common Units	50%	$0.00 (USD)
Total	**[10,000] Common Units**	**100%**	**$0.00 (USD)**