

## 2019-2020 Florida Job Growth Grant Fund Workforce Training Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed and signed by an authorized representative of the entity applying for the grant. Please read the proposal carefully as some questions may require a separate narrative to be completed. If additional space is needed, attach a word document with your entire answer.

### Entity Information

Name of Entity: Content Workshop LLC

Federal Employer Identification Number (if applicable): \_\_\_\_\_

Primary Contact Name: David Ebner

Title: President

Mailing Address: 600 Cleveland Street, Ste 218, Clearwater, Florida, 33755

Phone Number: 678-481-1713

Email: debner@contentworkshop.com

Secondary Contact Name: Chelsea Wait

Title: Grant Writer

Phone Number: 908-242-8027

### Workforce Training Grant Eligibility

Pursuant to 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. This includes workforce training grants to support programs offered at state colleges and state technical centers.

Eligible entities must submit proposals that:

- Support programs and associated equipment at state colleges and state technical centers.
- Provide participants with transferable and sustainable workforce skills applicable to more than a single employer.
- Are offered to the public.
- Are based on criteria established by the state colleges and state technical centers.
- Prohibit the exclusion of applicants who are unemployed or underemployed.

## 1. Program Requirements:

(If additional space is needed, attach a word document with your entire answer.)

Each proposal must include the following information describing how the program satisfies the eligibility requirements listed on page 1.

- A.** Provide the title and a detailed description of the proposed workforce training.

All questions are located in the attached Word Document.

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- B.** Describe how this proposal supports programs at state colleges or state technical centers.
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- C.** Describe how this proposal provides participants transferable, sustainable workforce skills applicable to more than a single employer.
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- D.** Describe how this proposal supports a program(s) that is offered to the public?
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- E.** Describe how this proposal is based on criteria established by the state colleges and state technical centers.
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- F.** Does this proposal support a program(s) that will not exclude unemployed or underemployed individuals?

Yes       No

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- G.** Describe how this proposal will promote economic opportunity by enhancing workforce training. Please include the number of program completers anticipated to be created from the proposed training. Further, please include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed training.
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**2. Additional Information:**

(If additional space is needed, attach a word document with your entire answer.)

- A.** Is this an expansion of an existing training program?  Yes  No  
 If yes, please provide an explanation for how the funds from this grant will be used to enhance the existing program.

N/A

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- B.** Does the proposal align with Florida’s Targeted Industries?  
 ([View Florida’s Targeted Industries here.](#))  Yes  No

If yes, please indicate the specific targeted industries with which the proposal aligns.  
 If no, with which industries does the proposal align?

Infotech - Digital Media and Telecommunications

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- C.** Does the proposal align with an occupation(s) on the Statewide Demand Occupations List and/ or the Regional Demand Occupations List?  
 ([View Florida’s Demand Occupations Lists here.](#))  Yes  No

If yes, please indicate the specific occupation(s) with which the proposal aligns.  
 If no, with which occupation does the proposal align?

Graphic Designers, Web Developers, Advertising Sales Agents

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**D.** Indicate how the training will be delivered (e.g., classroom-based, computer-based, other).  
If in-person, identify the location(s) (e.g., city, campus, etc.) where the training will be available.

If computer-based, identify the targeted location(s) (e.g. city, county, statewide, etc.) where the training will be available.

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**E.** Indicate the number of anticipated annual enrolled students and completers in the proposed program.

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**F.** Indicate the length of program (e.g., quarters, semesters, weeks, etc.), including anticipated beginning and ending dates.

Begin Date: \_\_\_\_\_

End Date: \_\_\_\_\_

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**G.** Describe the plan to support the sustainability of the program after grant completion.

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**H.** Identify any certifications, degrees, etc. that will result from the completion of the program. Please include the Classification of Instructional Programs (CIP) code and the percent of completers in each code, corresponding with Section E.

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**I.** Does this project have a local match amount?

Yes

No

If yes, please describe the entity providing the match and the amount. (Do not include in-kind.)

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J. Provide any additional information or attachments to be considered for the proposal.

### 3. Program Budget

(If additional space is needed, attach a word document with your entire answer.)

**Estimated Costs and Sources of Funding:** Include all applicable workforce training costs and other funding sources available to support the proposal.

1.) **Total Amount Requested**      \$122509  
 Florida Job Growth Grant Fund \_\_\_\_\_

A. Other Workforce Training Project Funding: Sources:

City/County	\$ _____
Private Sources	\$201871 _____
Other (grants, etc.)	\$ 183763 _____
<b>Total Other Funding</b>	<b>\$385634 _____</b>

ED12, etc.  
 Please Specify: \_\_\_\_\_

B. Workforce Training Project Costs:

Equipment	\$ _____
Personnel	\$302067 _____
Facilities	\$ 17540 _____
Tuition	\$ _____
Training Materials	\$ _____
Other	\$ 183,763.00 _____
<b>Total Project Costs</b>	<b>\$508143 _____</b>

Software, travel, advertising  
 Please Specify: \_\_\_\_\_

**Note:** The total amount requested must be calculated by subtracting the total other workforce training project funding sources in A. from the total workforce training project costs in B.

- C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding, how equipment purchases will be associated with the training program, if applicable, and any other pertinent budget-related information.
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#### 4. Approvals and Authority

(If additional space is needed, attach a word document with your entire answer.)

- A. If entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g. approval of a board, commission or council)?

N/A

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- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.
- ii. State whether entity is willing and able to hold special meetings, and if so, upon how many days' notice.

N/A

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- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.

Attached.

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I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity and to the best of my knowledge, that all data and information submitted in proposal is truthful and accurate and no material fact has been omitted.

Name of Entity: Content Workshop LLC

Name and Title of Authorized Representative: David Ebner

Representative Signature: 

Signature Date: 4.27.2020

### **1A) Provide the title and a detailed description of the proposed workforce training.**

The EDU by Content Workshop Project will provide those who are unemployed or underemployed with the skills and hands-on experience needed to obtain positions as employees or as contractors in copywriting, graphic design, web design, and many other careers. The project builds on skills students have learned at technical school, undergraduate school, or other training programs, but adds on a unique hands-on training that provides them with “real world” capabilities.

Due to the COVID-19 pandemic, the Project will be crucial in creating jobs for those who have been laid-off, those who are no longer able to work with the general public, and will add a highly skilled and trained workforce to some of Florida’s targeted industries. It will spur economic growth and help bridge the gap between employers and potential employees.

Support is needed to fund the startup costs of the program. Once operational, the program will pay for itself based on number of users, donations from state colleges and technical centers, and other career-based organizations such as CareerSource, etc.

### **1B) Describe how this proposal supports programs at state colleges or state technical centers.**

This Project builds on the skills taught in state colleges and technical centers but takes students to the next level by providing them with hands-on experience and specific, targeted lessons that are crucial in providing them with the knowledge they need to excel in their positions. While many colleges and technical centers can provide high level information on working in these two areas, this Project dives even deeper. Our goal is to bring the gap between formal institutional education and the practical application of that knowledge in the workplace.

The Project is designed in two “bundles” - the graphic design portion and the copywriting portion. The graphic design portion of the training program builds on what students learn in technical college - logo and branding, typography, app design, ePub design, etc. The copywriting portion builds on and reinforces skills such as fundamental business writing, search engine optimization, writing for marketing purposes, and workshopping (including editing).

In addition, students who purchase one of the bundles will get access to two free bundles - Managing a Business and Sales (the art of selling yourself and your business). These bundles will build on the skills taught at state colleges and technical centers by providing students with all the skills and information needed not only to obtain successful careers in these industries, but also how to create their own business or grow their revenue by working as a consultant or contractor.

Lastly, once a student has completed a bundle, they will have optional access to our employment marketplace. This marketplace is a curated job board of full-time and contractor roles currently available. The roles posted on the job board will be those that the students will be specifically qualified for now that they have completed supplemental training through the program. Additionally, each student will be able to build their own profile on the job board which potential employers can send direct messages to students they wish to pursue for employment.

### **1C) Describe how this proposal provides participants transferable, sustainable workforce skills applicable to more than a single employer.**

Copywriting, graphic design, and web design skills can be used to obtain and become successful in a myriad of positions. Graphic designers can find promising careers in advertising, publishing, public relations, media, industrial design. Graphic designers also have the unique capability to work for themselves or begin their own businesses to work for themselves. This can be especially appealing for older workers such as retired veterans or those with prior business history. They can create collateral for any of the following:

- Books, magazines, catalogs, newspapers,



- organization branding such as letterhead, business cards, brand guides, logos
- Marketing materials: flyers, brochures, postcards, one-sheets, posters
- Product packaging and labels
- Presentations
- Shirt & Apparel designs

Copywriting skills make potential employees attractive because of their versatility. Copywriters can work in the for profit sector editing books, newspapers, science journals and articles, etc. They are also highly desirable in marketing campaigns, advertising, and web design.

As the world becomes increasingly more digital, web design skills are growing rapidly as one of the most valuable in the workforce. Every organization - for profit and not - needs a website to advertise their skills, expertise, or product. Web designers are therefore poised to work for anyone, ensuring their career stability, even in uncertain times.

**1D) Describe how this proposal supports a program(s) that is offered to the public?**

This training program will be open to any members of the public. There are no user stipulations regarding education, and it is open to those who have no degree as well as those with secondary and graduate degrees. In addition, Content Workshop will provide reduced price and free tuition, subsidized with support from corporations and local universities. These scholarships will ensure that those who aren't currently working or who are underemployed have access to the program.

**1E) Describe how this proposal is based on criteria established by the state colleges and state technical centers.**

The Project proposal is based on curriculum and concepts introduced by state colleges and technical centers. It functions as a continuing education credit by taking the base concepts presented while students are in college and expanding them.

The Project has been designed by trained professionals and overseen by an education specialist, Brian Spiro, who is the Assistant Principal of Curriculum for a local high school and an academic advisor for Springboard. He has a master's degree in Education and a certificate in curriculum design with over 10 years of experience overseeing the design and implementation of new curriculum. Each bundle is broken down into lessons, with introductions, robust content, chapter reviews, and exams. Each bundle is led by a course leader, a member of Content Workshop. Course leaders have graduate degrees and at least ten years of experience in their respective fields.

**1F) Does this proposal support a program(s) that will not exclude unemployed or underemployed individuals?'**

The primary focus on this program is to make skills based and hands-on learning available to those who are unemployed or underemployed. The program will target those who have just graduated from technical school, those who are returning to the workforce such as veterans, etc., and those who have been laid off due to the COVID-19 pandemic.

**1G) Describe how this proposal will promote economic opportunity by enhancing workforce training. Please include the number of program completers anticipated to be created from the proposed training. Further, please include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed training.**

We expect 1400-1600 individuals to complete the program and obtain certification in the first year.

Employment and unemployment are the most important factors behind economic growth or stagnation. The unemployed buy less, spend less, and generally do not assist with economic growth. Employed individuals will have a huge impact on the economy.

In a recent example from CareerEdge, more than 1,400 people received training that resulted in an economic impact of \$8.5 million dollars in wages for the Sarasota and Bradenton region. By investing in job training and specific, skills-based education, they preserved 148 jobs in the county, with the company they assisted promising to add 217 within the next two years.

Our metrics to measuring success are outlined below:

- Number of individuals completing the program (70-80%).
- Number of individuals who find employment within 3 months of obtaining the certification.
- Number of individuals who find employment within 6 months of obtaining the certification.
- Number of individuals who obtain a promotion, or a rise in their income based on obtaining the certification.

**2D) Indicate how the training will be delivered (e.g., classroom-based, computer-based, other). If in-person, identify the location(s) (e.g., city, campus, etc.) where the training will be available. If computer-based, identify the targeted location(s) (e.g. city, county, statewide, etc.) where the training will be available.**

The training is computer-based and will target populations in Central West Florida. Course leaders and the programmatic team are headquartered in Hillsborough County but will focus on recruiting students in the following counties:

- Pinellas
- Sarasota
- Manatee
- Pasco
- DeSoto

**2E) Indicate the number of anticipated annual enrolled students and completers in the proposed program.**

The total number of anticipated annual enrolled students in the Project is 2,000. Of those who enroll, we expect 70-80% to complete the program. Project software will include automatic reminders for students to encourage completion and course leaders will personally touch base with students, encouraging them to finish the program.

After the first year of successful programming, Content Workshop Project staff will review survey feedback from participants and use it to improve the program in its second year, with the goal of increasing the percentage of completers.

**2F) Indicate the length of program (e.g., quarters, semesters, weeks, etc.), including anticipated beginning and ending dates.**

The length of the program depends on the learner. The coursework is at the learner's pace and they can schedule it at their own speed. There are five courses in one bundle, with each bundle being the major topics mentioned above: copywriting, graphic design, etc. In general, one course should take one week for those who are unrushed and taking their time. It can be condensed to 2-3 days, however, if they need the information and training right away.

This means that, taken at a leisurely pace, the entire five bundles can be completed in 25 weeks. At its shortest, the program will take 12 weeks to complete, assuming a participant wants to take all five bundles.

**2G) Describe the plan to support the sustainability of the program after grant completion.**

All costs are startup costs and will be sustained by students, corporate donations, and university support once the program is operational. There will be a fee associated with the training program for individual students. Some will receive scholarships based on financial necessity. Others will pay full price. In addition, universities and local technical schools will be able to purchase bundles to provide access to their students. Local businesses will also purchase bundles for employees who need additional training or new training as part of their position.

Grant funding is crucial in this first stage to pay for the costs of getting the project operational. Once funded, the project is built to be self-sustaining from the students who purchase the bundles.

**2H) Identify any certifications, degrees, etc. that will result from the completion of the program. Please include the Classification of Instructional Programs (CIP) code and the percent of completers in each code, corresponding with Section E.**

Completers will graduate with a certification backed by Content Workshop, a team of professionals and well-regarded company that will speak to the individual's skill.

Content Workshop will continue to work to ensure the certification meets the requirements for the CIP code below:

**10) COMMUNICATIONS TECHNOLOGIES/TECHNICIANS AND SUPPORT SERVICES.**

- 10.01) Communications Technology/Technician.
- 10.02) Audiovisual Communications Technologies/Technicians.
- 10.03) Graphic Communications.
- 10.99) Communications Technologies/Technicians and Support Services, Other.

**2I) Does this project have a local match amount? If yes, please describe the entity providing the match and the amount. (Do not include in-kind.)**

Match donations will come from local Foundations and corporations, as well as Universities. In addition, match funding will come from the individuals who take the course. While the Project will take start up funds to initialize, it will eventually become self-sustaining. Thus, within the first 12 months, we hope to find 208 subscribers who will pay the full cost of the first year subscription, which is \$20 per month. This is a special low price due to COVID-19 and the needs of the many unemployed. That means the total match from individual subscriptions will be between \$4,000 and \$27,000 depending on the amount of time it takes each student to finish the courses.

**3C) Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding, how equipment purchases will be associated with the training program, if applicable, and any other pertinent budget-related information.**

As with any educational tool, the primary cost for this program is the staff with \$81,294 going to contractors who will assist with curriculum consulting, grading, course updating, student support, and course writing, and a portion of the FTEs for the President and Sales Representative, who will oversee and manage the program and look for outside funding sources.

The second highest cost is software, as the program will be managed online. Costs include \$20,107 for the Learning Management System where students will take the course, a support ticketing system to manage IT issues, a payment processing system to take payments for the classes, and a custom job board, which introduces completers to prospective employers.

In addition, we have included portions of general operating costs that will go towards sustaining the program, such as marketing and advertising (\$12,000), travel (\$5,600), and facility costs (\$3,508).

## **ATTACHMENTS**

**Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.**

See Incorporation docs attached below.

# Congratulations!

## Content Workshop LLC

is now formed and you are registered to do business!

State of formation: Delaware

Filing date: 10/25/2018

As part of the formation process we have placed the official state documents in your account. This will show you are registered to do business in your state. Also included are the Initial Resolutions which release all power to the managers or members and show the formation details of your company. An Operating Agreement is also included which provides a guideline on how your LLC will operate. Other documents such as membership certificates and banking resolutions are included as well which will evidence who owns the company and who has authority to sign on behalf of the company. If you are opening a business bank account the bank may want to see all of these documents so it is a good to print them out and take them with you.

The documents placed in your online account are always available to view. In addition to the Documents section you may always add additional services under the Services tab should you need our assistance with further state registrations, ongoing state compliance and registered agent services.

Thank you for letting us help form your LLC. The best part of our job is meeting different people from various business backgrounds and helping them launch their companies. Please do not hesitate to contact us further should have any questions regarding your company or our services.

Thanks,

Filings Team

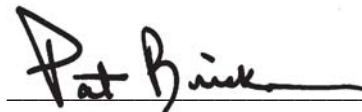
## INCORPORATOR INITIAL RESOLUTIONS

I, Pat Brickhouse of A Registered Agent, Inc, being the Incorporator of Content Workshop LLC a Delaware Limited Liability Company, hereby resolve to relinquish signing authority to the Member named below and adopt the following resolutions:

1. **Resolved**, the named Member of the Limited Liability Company is hereby named as Member and own an interest in the Limited Liability Company:

David Ebner

2. **Resolved**, Content Workshop LLC was incorporated in Delaware on 10/25/2018 with assigned filing number 7119122.
3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If members chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
5. **Resolved**, that member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, members' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

  
\_\_\_\_\_  
Pat Brickhouse, Incorporator

10/25/2018

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR**  
**Content Workshop LLC**

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**SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY**

**ARTICLE I**

**Company Formation**

- 1.1 **FORMATION.** The Member has formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and effective as of the date it is adopted by the Member.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in these formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
- (a) The Member votes for dissolution; or
  - (b) Any event which causes the Company's business to become unlawful; or
  - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **BUSINESS PURPOSE.** The Company will conduct any and all lawful business deemed appropriate in executing the company's objectives.
- 1.5 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Member.
- 1.6 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through a Certificate of New Membership issuance by the Company of a new interest in the Company or a sale of the Member's current percentage of interest. Should a new Member be admitted, this operating agreement will become null and void, and a new operating agreement that addresses the powers of multiple Members will be adopted.

## **ARTICLE II**

### **Capital Contributions**

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the Company shall keep record of the amount contributed.

## **ARTICLE III**

### **Profits, Losses and Distributions**

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis.
- 3.2 **DISTRIBUTIONS.** The Member will determine and distribute available funds annually or as the Member sees fit. Available funds will refer to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company the Member's interest must be distributed according to the positive capital or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The Member will be responsible for the management and ownership of the business.
- 4.2 **MEMBER.** The liability of the Member will be limited as provided by state law. The Member is in control of the Company's affairs and has powers to bind the Company in legally binding agreements, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions regarding operations and legal affairs, including but not limited to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money, including the pre-payment, financing, or extension of any loan, and the granting of security interests in the Company's assets; (e ) the compromise or release of any of the Company's claims or debts; and,



(f) the employment of persons, firms or corporations for the operation and management of the Company's business.

Additionally, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and orders for the payment of Company funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

- 4.4 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.5 **EXCULPATION.** Any act or omission of the Member, which causes or results in loss or damage to the Company or Member, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.
- 4.6 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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 the person is or was a Member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.
- 4.7 **RECORDS.** The Member will keep the following at the Company's principal place of business or other location:
- (a) A copy of all formation documents and all amendments;
  - (b) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
  - (c) Copies of the LLC's financial statements for the three most recent years.

## **ARTICLE V**

### **Compensation**

- 5.1 **MEMBER MANAGEMENT FEE.** The Member rendering services to the Company will be compensated commensurate with the value of these services.
- 5.2 **REIMBURSEMENT.** The Company will reimburse the Member for all direct out-of-pocket expenses incurred in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1 **BOOKS.** The Member will keep accurate and complete accounting of the Company's affairs. The Company's accounting period will be the calendar year. At the end of the calendar year, the Member will prepare a statement of the Member's distributive share of income and expense for income tax reporting purposes.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each Member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his/her initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
  - (b) Credit balances transferred from his or her distribution account to the member's capital account;  
and decreased by:
    - (i) Distributions to him/her in reduction of Company capital;
    - (ii) The Company's losses if charged to his/her capital account.

## **ARTICLE VII**

### **Bank Account**

- 7.1 **AUTHORITY TO OPEN A BANK ACCOUNT.** The Member has the authority to open any bank account(s) under the Limited Liability Company name. The LLC will maintain its funds in one or more separate bank accounts in the name of LLC. Additionally, the LLC will not allow the funds of the Company to be co-mingled in any way with the funds of another person.

**ARTICLE VIII**  
**Transfers**

8.1 **ASSIGNMENT.** Should the Member have a creditor with a judgment that issues assignment of the membership interest to the creditor, the creditor will only obtain an assignment of the membership interest. The creditor will not receive actual Membership in the LLC. The creditor does not have any membership rights or possess the ability to be involved in the management of the LLC. Equally, the creditor does not have the right to dissolve the LLC. The creditor is only granted rights to the distributions of the Member's interests, not the rights of membership. The creditor must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

**ARTICLE IX**  
**Dissolution**

9.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

**CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge and certify to adopt this  
Operating Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name