

**LIMITED LIABILITY COMPANY OPERATING
AGREEMENT
FOR
Vasari LLC A Member Limited Liability Company**

ARTICLE 1: Company Formation

1.1 - FORMATION

The Member(s) hereby form a Limited Liability Company ("*Company*") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 - NAME

The name of the *Company* shall be: Vasari LLC

1.3 - ORGANIZER

The organizer of the *Company* shall be:

Kevin Asbury, PO Box 21596, Louisville, KY 40221

1.4 - REGISTERED AGENT

The name and location of the registered agent of the *Company* shall be:

FTAR Inc, 3319R Preston Hwy, Louisville, KY 40213

1.5 - TERM

The *Company* shall continue for a perpetual period.

- a) Member(s) whose interest as defined in *Article 1.7* exceeds 50 percent vote for dissolution; or
- b) Any event which makes it unlawful for the business of the *Company* to be carried on by the Member(s); or
- c) The death, resignation, expulsion, bankruptcy, retirement of the Member(s) or the occurrence of any other event that terminates the continued membership of the Member(s) of the *Company*; or
- d) Any other event causing dissolution of this Limited Liability *Company* under the laws of the State of Kentucky.

1.6 - BUSINESS PURPOSE

The purpose of the *Company* is to engage in any lawful act or activity for which Limited Liability Company's may be organized under the Kentucky state laws.

1.7 - PRINCIPAL PLACE OF BUSINESS

The location of the principal place of business of the *Company* shall be:

3319R Preston Hwy, Louisville, KY 40213

Principal place of business may be changed at a location the Member(s) from time to time select.

1.8 - THE MEMBER(S)

The name and place of residence of the Member(s):

1. Kevin Asbury, 3319R Preston Hwy, Louisville, KY 40213
2. N/A
3. N/A

1.9 - MEMBER(S) INTEREST

The initial member interest/ownership in the Company is defined as follows:

Kevin Asbury 100% 6/23/11

1.10 - ADMISSION OF ADDITIONAL MEMBERS

Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the *Company* through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Member(s).

1.11 - CONTRIBUTIONS

Member(s) may contribute an agreed value of property or cash to the *Company* capital. No Member shall be obligated to make any additional contributions to the *Company's* capital.

ARTICLE 2: Profits, Losses and Distributions

2.1 - PROFITS/LOSSES

For financial accounting and tax purposes the *Company's* net profits or net losses shall be determined on an annual basis and shall be allocated to the Member(s) in accordance with Treasury Regulation 1.704-1.

2.2 - DISTRIBUTIONS

Member(s) shall determine and distribute available funds annually or at more frequent intervals as he sees fit. Available funds, as referred to herein, shall mean the net cash of the *Company* available after appropriate provision for expenses and liabilities, as determined by the Member(s).

ARTICLE 3: Members

3.4 - NOMINEE

Title to the *Company's* assets shall be held in the *Company's* name or in the name of any nominee that Member(s) may designate. Member(s) shall have power to enter into a nominee agreement with any person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

3.5 - COMPANY INFORMATION

Upon request, *Company* shall supply any Member with information regarding the *Company* or its activities. The Member or their authorized representative shall have access to and may inspect and copy all books, records and materials in *Company's* possession regarding the *Company* or its activities.

3.7 - INDEMNIFICATION

The *Company* shall 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 he is or was a Member of the *Company*, manager, employee or agent of the *Company*, or is or was serving at the request of the *Company*, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the *Member* determines that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the *Company*, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he 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/her conduct was lawful.

3.9 - REIMBURSEMENT

The *Company* shall reimburse the Member(s) for all direct out-of-pocket expenses incurred by them in managing the *Company*.

ARTICLE 4: Records

4.1 - RECORDS

The *Company* shall keep at its principal place of business the following:

- a) the full name and the last known street address of the Member(s);
- b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

4.2 - BOOKS

The *Company* shall maintain complete and accurate books of account of the *Company's* affairs at the *Company's* principal place of business. Such books shall be kept on such method of accounting as the *Member* shall select. The *Company's* accounting period shall be the calendar year.

4.3 - MEMBER ACCOUNTS

The *Company* shall maintain separate capital and distribution accounts for each Member. A Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- a) any additional capital contribution made by Member;

- b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - a. distributions to him in reduction of *Company* capital;
 - b. the Member's share of *Company* losses if charged to his/her capital account.

4.4 - REPORTS

The *Company* shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 5: Transfers

5.1 - ASSIGNMENT

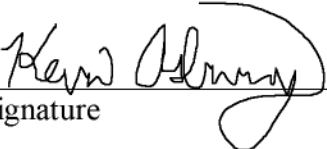
Member(s) at anytime may sell, assign, or otherwise dispose of all or any part of his interest in the *Company*. Pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the *Company*. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective June 23, 2011 by and among the *Company* and the person(s) executing this Agreement as Member(s). It is the Member's express intention to create a Limited Liability Company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the Member(s), the agreement consisting of five pages, the Operating Agreement of Vasari LLC adopted by the Member(s) as of June 23, 2011.

Member:

	<u>Kevin Asbury</u>	<u>100</u> %
Signature	Printed Name	Ownership