

- The Members will determine if distributions are to be made.
- Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses as described above.

Management:

Management of the LLC is vested in the Members.

Accounting:

- All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- Accounting records will be kept on a cash basis.
- The fiscal year will be complete on December 31st of each year.
- All members will have individual capital accounts and individual distribution accounts.

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all members.

Withdrawal:

The Members hereby reserve the right to withdrawal from the LLC at any time. Should a Member elect to withdrawal from the LLC, a Sell offer will be made to remaining Member at said price. The remaining Member will have fourteen (14) days to decide whether to sell; and remaining Member will communicate his decision to the offering Member in writing. The remaining Member will have thirty (30) days thereafter to arrange financing for said purchase.

Death of Member:

In the event of the death of a Member, the deceased Member's interest will be conveyed to the remaining Member.

Dissolution:

Should the LLC be dissolved by majority vote, or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the Members' interest as outlined in this Agreement.

Amendments:

Amendments may be made hereto upon the unanimous and written consent of all the Members.

All Members signed hereto agree to the above stated Agreement.

Signed this 10 day of June, 2014

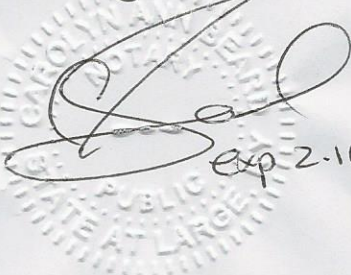
Signature Karen Williams

Karen Williams

Signature Angie Major

Angie Major

State of: Kentucky
County of: Christian

 ID#
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exp 2-16-2016