

**OPERATING AGREEMENT
OF**

**_____KJK_____, LLC
a Kentucky LLC**

This Operating Agreement (the "Agreement") is made and entered into and effective as of this __24__ day of _____February_____, 2013, by _____Jeremiah Mitchell_____, (hereinafter referred to as the "Member") and _____KJK_____, LLC, a Kentucky LLC, (hereinafter referred to as the "LLC").

RECITALS

The Member has formed a limited liability company named _____KJK_____, LLC, a Kentucky LLC, organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as the "LLC").

The articles of organization were filed on __February 24_____, 2014, with the Secretary of State of the State of Kentucky (hereinafter referred to as "Articles of Organization").

In consideration of the covenants and the promises made herein, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 "Agreement" means this Limited Liability Company Operating Agreement, as amended.

1.2 "Articles of Organization" means the articles of organization which were filed on __February 24, 2014_____, with the Secretary of State of the Commonwealth of Kentucky for the purpose of forming this LLC.

1.3 "Code" means the Internal Revenue Code of 1986, as amended.

1.4 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.

1.5 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the LLC.

1.6 "Financial Interest" means a Member's right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the LLC.

1.7 "LLC" means _____KJK_____, LLC, a Kentucky LLC organized under the laws of the Commonwealth of Kentucky.

1.8 "LLC Interest" or "Interest" means an ownership interest in the LLC, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the LLC and any other rights granted to a Member under the Articles of Organization or this Agreement.

1.9 "Manager" or "Managers" means the person(s) elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the LLC.

1.10 "Member" means any person or entity who owns any interest in this LLC.

1.11 "Property" means any and all assets, in whole or in part, of the LLC, both tangible and intangible.

1.12 "Statute" means the Kentucky Limited Liability Company Act, as amended.

SECTION 2: FORMATION

2.1 Formation of the LLC. The Members have formed the LLC pursuant to the laws of the Commonwealth of Kentucky by filing the Articles of Organization with the Secretary of State.

2.2 Name. The name of the LLC is " _____KJK_____, LLC". The Members shall operate the business of the LLC under such name or use such other assumed names as the Members deem necessary provided that such names do not violate the statute.

2.3 Principal Office. The LLC's principal place of business will be located at __3362 Industrial Dr., Bowling Green, KY 42101__, or any other location mutually agreed upon by the Members. Branch or subordinate offices may be established at any time and at any place as the Members may determine.

2.4 Term. The LLC will continue to exist until terminated or dissolved in accordance with its Articles of Organization or this Agreement.

2.5 Business Purpose. The purpose of the LLC is to engage in any lawful activities for which a LLC may be organized under the Statute.

2.6 Registered Agent. The LLC's registered agent will be __Jeremiah Mitchell_____, or any other person or entity with an office in the state of organization as determined by the Members.

2.7 Registered Office. The LLC's registered office will be the office of the registered agent located at _3362 Industrial Dr., Bowling Green, KY 42101__, or any other location within the state of organization as determined by the Members.

SECTION 3: MEMBERSHIP

3.1 Initial Members. The initial Members of the LLC are those persons set forth in this Agreement.

3.2 Additional Members. Additional persons or entities may be admitted to the LLC as Members, and LLC Interests may be issued to those additional Members, upon the unanimous consent of the current Members and on such terms and conditions as determined by the Members and in accordance with this Agreement. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC to a third party unless the Member agrees in writing to be liable.

3.4 Authority. No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the LLC except as provided in this Agreement.

3.5 Withdrawal. No Member has the right to withdraw from the LLC as a Member except as provided in Section 7 of this Agreement.

3.6 No Member shall receive compensation for services rendered to the LLC except as expressly permitted by this Agreement or any other written agreement. However, the LLC shall reimburse Members for any expense paid by them that is properly an expense of the LLC.

SECTION 4: CAPITAL ACCOUNTS

4.1 Initial Contributions. The initial Members shall contribute to the LLC the following Capital Contributions and shall receive the following LLC Interest:

Name	Contribution	LLC Interest
__Jeremiah Mitchell__	\$__TBD__	_33.33333_%
__Kevin Stinson__	\$__TBD__	_33.33333_%
__R. Kevin Thomas__	\$__TBD__	_33.33333_%

4.2 Additional Contributions. If all of the Members agree that additional Capital Contributions are necessary, each Member shall contribute to the LLC his or her pro rata share, based upon the Member's Capital Account, of the additional contribution.

4.3 Failure to Contribute. If a Member fails to timely provide a required Capital Contribution, the LLC may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's LLC Interest, or exercising any other right or remedy available at law or equity.

4.4 Capital Accounts. A Capital Account (hereinafter referred to as "Capital Account") shall be established and maintained for each Member. Each Member's Capital Account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles. However, a Member who has more than one LLC Interest shall have only one Capital Account that reflects all of that Member's LLC Interests. If a Member validly transfers his or her LLC Interest, the Capital Account of the transferring

Member shall carryover to the transferee Member in accordance with the Code.

4.5 Adjustments to Capital Accounts. Each Member's Capital Account shall be adjusted as follows:

(a) Increases. Each Member's Capital Account shall be increased by:

(1) capital contributions of cash and/or property at its agreed upon fair market value; and

(2) all items of LLC income and gain (including income and gain exempt from tax).

(b) Decreases. Each Member's Capital Account shall be decreased by:

(1) distributions of cash and/or property at its agreed upon fair market value; and

(2) all items of LLC deduction and loss (including deductions and loss exempt from tax).

4.6 Advances by Members. Members may, at any time, advance moneys to the LLC. An advance is a loan from the Member to the LLC and shall bear interest at the prevailing interest rate. An advance is not a Capital Contribution.

4.7 Preemptive Rights. Each Member of the LLC shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his or her proportional part of any additional or future LLC Interests which may be issued by the LLC.

4.8 Return of Capital. No member shall have the right to withdraw or obtain a return of his or her capital contribution except as provided in this Agreement. The return of a member's capital contribution may not be withdrawn in the form of property other than cash except as provided in this Agreement.

SECTION 5: ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

5.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principles and the Code.

5.2 Allocations. Except as provided in the Code, all items of income, revenues, deductions, gain, and loss shall be allocated pro rata in accordance with a Member's LLC Interest.

5.3 Qualified Income Offset. Notwithstanding the above, if a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or any amendment thereto, or receives an allocation of loss which produces a negative capital account for any Member while any other Member has a positive capital account, then items of LLC income shall be specially allocated to such Member such that the deficit Capital Account is eliminated. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

5.4 Minimum Gain Chargeback. Notwithstanding the above, if there is a net decrease in LLC "minimum gain" during a taxable year, each Member shall be specially allocated, before any other allocation, items of income and gain for such taxable year (and, if necessary, subsequent years) in proportion to each Member's share of the net decrease in LLC "minimum gain" as determined in accordance with Treasury Regulation Section 1.704-2(g)(2). This paragraph is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f).

5.5 Section 704(c) Allocation. Notwithstanding the above, to the extent that Code Section 704(c) is applicable to any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member and which is required to be allocated to such Member for income tax purposes, the item shall be allocated to such Member in accordance with Code Section 704(c).

5.6 Distributions. Distribution of LLC assets and property shall be made at such times and in such amounts as the Members determine subject to any restrictions in this Agreement. Distributions shall be made among the Members in proportion to a Member's Capital Account.

SECTION 6: MANAGEMENT.

A. MEETINGS AND ACTIONS OF MEMBERS

6.1 Place of Meeting. Meetings of Members shall be held at any place within the United States designated by the Members and stated in the notice of the meeting. If no place is so specified, Members' meetings shall be held at the LLC's principal office.

6.2 Annual Meeting. An annual meeting of Members shall be held on the first Monday in January of each year at ____TBD_____, provided, however, that should such day fall upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next day thereafter which is a full business day. At the annual meeting, any proper business may be transacted.

6.3 Special Meetings. A special meeting of the Members may be called at any time by one or more Members holding Interests. A request for a special meeting of the Members shall be in writing, specifying the time and place of the meeting and the general nature of the business proposed to be transacted. The notice shall be delivered in accordance with paragraphs 6.4 and 6.5 below.

6.4 Notice of Members' Meetings. All notices of meetings of Members shall be sent or otherwise given in accordance with paragraph 6.5 below and not less than five nor more than sixty days before the date of the meeting being noticed. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which are intended to be presented for action by the Members. If a proposal contains (i) an amendment of the Articles of Organization, (ii) an amendment of the Operating Agreement, (iii) a reorganization of the LLC, or (iv) a voluntary dissolution of the LLC, the notice shall state the general nature of such proposal.

6.5 Manner of Giving Notice; Affidavit of Notice. Notice of any meeting of Members shall be given either personally, by first class mail, facsimile, telegraphic, or other written communication, charges prepaid, addressed to each Member at the address of each Member appearing on the books of the LLC or more recently given by the Member to the LLC for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, or sent by facsimile, telegram, or other means of written communication. If any notice addressed to a Member at the address

of such Member appearing on the books of the LLC is returned to the LLC by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal office of the LLC for a period of one-year from the date of the giving of such notice. An affidavit of the mailing or other means of giving any notice of any Members' meeting shall be executed by the Member giving such notice, and shall be filed and maintained in the books and records of the LLC.

6.6 Conduct of Meetings. All meetings of the Members shall be presided over by the General Manager. The General Manager shall determine the order of business and the procedures to be followed at the meeting.

6.7 Quorum. The presence, in person or by proxy, of two-thirds of the Members of the LLC shall constitute a quorum at all meetings of the Members for the transaction of business.

6.8 Voting. Each Member shall have a number of votes equal to the percentage LLC Interest held by such Member. A simple majority vote of all of the LLC Interests shall be required to approve any action, unless a greater vote is required by this Agreement.

6.9 Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the LLC Interests represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting. When any meeting of Members, either annual or special, is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than five days from the date set for the original meeting, in which case the Members shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each Member entitled to vote at the adjourned meeting in accordance with paragraphs 6.4 and 6.5 above. At any adjourned meeting, the LLC may transact any business which might have been transacted at the original meeting.

6.10 Waiver of Notice or Consent by Absent Members. The transactions of any meeting of Members, either annual or special, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote but not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or any approval of the minutes thereof. The waiver of notice or consent shall state either the business to be transacted or the purpose of any annual or special meeting of Members. All such waivers, consents and approvals shall be filed with the LLC's books and records. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless such person objects at the beginning of the meeting.

6.11 Member Action by Written Consent without a Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice, if consents in writing, setting forth the action so taken, are signed by Members holding LLC Interests representing the aggregate number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all LLC Interests entitled to vote thereon were present and voted. All such consents shall be filed with the LLC's books and records.

6.12 Proxies. Every Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the LLC. A proxy shall be revocable unless the proxy specifically states that it is irrevocable.

6.13 Voting Trusts. If any Member files a voting trust agreement with the LLC, the LLC shall take notice of its terms and trustee limitations.

SECTION 7: TRANSFER, DISPOSITION AND DISPOSAL OF LLC INTERESTS, AND MISCELLANEOUS AGREEMENTS:

7.1 Sale of Interests.

On the death of any member, the surviving member(s) shall purchase and the estate of the decedent shall sell the interests now owned or hereafter acquired by the decedent. The purchase price of such interests shall be determined in accordance with the provisions of SECTION 7.2 of this Agreement.

7.2 Purchase Price for Interests.

(a) The purchase price per unit interest shall be the greater of book value per unit interest or fair market value per unit interest at the time of purchase.

(b) "Fair market value per unit interest", as used in this SECTION 7.2, shall be computed on the basis of appraisals (appraisals referring to appraisals of the LLC on a per unit interest basis) obtained in the following manner. The Members shall each appoint a qualified independent appraiser to submit appraisals. Upon submission of both such appraisals, the average shall be obtained by adding the fair market value of each appraisal and dividing the resulting sum by two. In the event the variance between the two appraisals is equal to or less than 5%, then, the above described average appraisal shall be used as the "fair market value per unit interest" in determining the purchase price in this SECTION 7.2. In the event the variance between the appraisals is greater than 5%, then, an additional qualified independent appraiser shall be selected by the mutual agreement of the Members and paid for by the parties equally. Upon the submission of the final appraisal, the three lowest of the appraisals shall be averaged and the resulting average of the three lowest of the appraisals shall be used as "the fair market value per unit interest" in determining the purchase price in this SECTION 7.2.

(c) In the event the interests purchased in accordance with the fair market value per unit interest established in this SECTION 7.2 are sold within one year from the date of purchase herein, and the fair market value per unit interest established in the subsequent sale is greater than the prior fair market value per unit interest established in this SECTION 7.2 for the previous sale transacted pursuant to this section, then, the selling party from such previous sale shall be entitled to have his, her or its fair market value per unit interest increased to equal the fair market value per unit interest established in the subsequent sale and such selling party shall be entitled to the additional compensation required by this adjusted fair market value.

7.3 Disposal of Interests.

No member shall encumber or dispose of any interests in the company which he or she now owns except in accordance in with the terms and conditions of this agreement.

7.4 Lifetime Disposition. Buy/Sell Obligation.

(a) Any member who desires to withdraw and to sell all or any part of his interest in the company shall first offer the same to the other members in writing at the value determined in accordance with SECTION 7.2 hereof. Upon receipt of such offer, the remaining member(s) shall have thirty (30) days to accept such offer and shall have an additional thirty (30) days from and after notice of acceptance of such offer is delivered to the selling member to consummate and conclude such acquisition. In the event of the failure or refusal of the remaining member(s) to accept the offer of sale under this provision, the offering member shall have all of the rights, privileges and options hereinafter set forth in Paragraph (b).

(b) In the event the offer to sell is not accepted by the remaining member(s) under the terms of Paragraph (a) hereof, then, and in such event, the member who had made the rejected offer to sell shall have the right, privilege and option to purchase all shares of the remaining member(s) for the identical consideration specified and set forth in such member's written offer to sell. In the event such member elects to exercise its resulting option to buy the shares of the remaining member(s), such member shall give written notice of such election to purchase within thirty (30) days after his or her option became effective to give notice of such election. Such member shall have an additional 30-day period after the date of such notice to exercise the option to consummate the transaction and conclude the purchase.

(c) In the event the offer to sell is not accepted (Paragraph (a) and in the further event that the option to purchase is not exercised (Paragraph (b), the member who made the initial offer to sell in accordance with Paragraph (a) shall have no further obligation or responsibilities hereunder with respect to the purchase of remaining stock or the sale of his or her stock and shall not be accountable, in any way or manner whatsoever under the terms hereof, to the company or the remaining member(s). However, in the event that the member who made the initial offer to sell in accordance with Paragraph A elects to sell to any third party, firm, corporation or company, such offer must be at a price not less than that offered to remaining member(s). In the event there is any reduction in price, an offer to sell must first be made to the remaining member(s) at such reduced price in accordance with Paragraph (a).

SECTION 8: BOOKS AND RECORDS

8.1 Maintenance of Books and Records. The LLC shall establish and maintain appropriate books and records of the LLC in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC and the registered office of the LLC, if different, the following LLC documents:

(a) a current list of the name and business or residence address of each Member and his or her Capital Contribution and LLC Interest;

(b) a current list of the name and business or residence address of each Manager, if any;

(c) a copy of the Articles of Organization and this Agreement and any amendments thereto;

(d) copies of the LLC's federal, state, and local income tax or information returns, if any, for the past six fiscal years;

(e) copies of the financial statements of the LLC, if any, for the past six fiscal years;

(f) originals or copies of all minutes, actions by written consent, consents to action, and waivers of notice to Members, Member votes, actions and consents; and

(g) any other information required to be maintained by the LLC pursuant to the state of organization's LLC statute.

8.2 Annual Accounting. Within a reasonable period after the close of each fiscal year of the LLC, the LLC shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding fiscal year of the LLC (or portion thereof) in conformity with generally accepted accounting principles and provide to the Members all information necessary for them to complete federal and state tax returns.

8.3 Inspection and Audit Rights. Each Member has the right, upon reasonable request, for purposes reasonably related to the interest of that Member, to inspect and copy during normal business hours any of the LLC books and records. Such right may be exercised by the Member or his or her agent or

attorney. Any Member may require a review and/or audit of the books, records, and reports of the LLC.

8.4 Bank Accounts. All funds of the LLC shall be deposited in the LLC's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the LLC, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.

8.5 Fiscal Year. The LLC's fiscal year shall end on December 31.

8.6 Accounting Method. For financial reporting purposes, the books and records of the LLC shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

SECTION 9: TAXATION

9.1 Tax Year. The LLC's taxable year shall end on December 31.

9.2 Tax Matters Member. A majority of LLC Interests at a meeting of the Members shall appoint a Tax Matters Member pursuant to Code Section 6231 to represent the LLC. The Tax Matters Member, on behalf of the LLC, shall oversee the LLC tax affairs in the overall best interests of the LLC and make all elections for federal income tax purposes. The Tax Matters Member shall have all necessary federal and state income and information tax returns prepared and filed on behalf of the LLC. The determination of the Tax Matters Member as to adjustments to the financial reports, books, records, and returns of the LLC, in the absence of fraud or gross negligence, shall be final and binding upon the LLC and all of the Members.

SECTION 10: INDEMNIFICATION

10.1 Definitions: Agents, Proceedings, and Expenses. For the purposes of this Agreement, "Agent" means any person who is or was a Member, Manager, Officer, employee, or other agent of this LLC; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" means any and all costs, fees, and expenses including but not limited to court costs and attorneys' fees.

10.2 Actions other than by the LLC. The LLC shall indemnify and hold harmless any person or Agent who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action by or in the right of this LLC) by reason of the fact that such person is or was an Agent of this LLC, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this LLC, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonable believed to be in the best interests of this LLC or that the person had reasonable cause to believe that his or her conduct was unlawful.

10.3 Actions by the LLC.

(a) This LLC shall indemnify any person or Agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this LLC to procure a judgment in its favor by reason of the fact that the person is or was an Agent of this LLC, against expenses actually and reasonably incurred by that person or Agent in connection with the defense or settlement of that action if that person or Agent acted in good faith, in a manner that person or Agent believed to be in the best interests of this LLC, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

(b) No indemnification, however, shall be made under this Section: (i) with respect to any claim, issue or matter as to which that person or Agent shall have been adjudged to be liable to this LLC in the performance of that person's or Agent's duty to the LLC, unless the court in which that action was brought shall determine upon application that the person or Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (ii) for amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (iii) for expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

10.4 Successful Defense by Agent. To the extent that an Agent of this LLC has been successful on the merits in defense of any Proceeding, the agent

shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the Proceeding.

10.5 Required Approval. Any indemnification under this Section shall be made by the LLC only if authorized upon a determination by a majority vote of the LLC Interests of Members who were not parties to the proceeding at a duly held meeting of the Members at which a quorum is present.

10.6 Advance of Expenses. Expenses incurred in defending any Proceeding may be advanced by the LLC before the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified.

10.7 Other Contractual Rights. Nothing contained in this Section shall affect any right to indemnification to which Agents of this LLC or any subsidiary may be entitled by contract, by vote of the Members, as a matter of law or equity, or otherwise.

10.8 Insurance. The LLC may, upon a determination by the Members, purchase and maintain insurance on behalf of any Agent of the LLC against any liability which might be asserted against or incurred by the Agent in such capacity, or which might arise out of the Agent's status as such, whether or not the LLC would have the power to indemnify the Agent against that liability.

10.9 Amendment to State of Organization's Laws. In the event that the state of organization's law regarding indemnification of members, managers, directors, officers, employees, and other agents of a LLC, as in effect at the time of adoption of this Agreement, is subsequently amended to in any way that increases the scope of permissible indemnification beyond that set forth herein, the indemnification authorized by this Section shall be deemed to be coextensive with the maximum afforded by the state of organization's law as so amended.

SECTION 11: TERMINATION AND DISSOLUTION

11.1 Termination of Agreement. This agreement shall terminate upon the occurrence of any of the following events:

- (a) Written agreement of the members;

- (b) Cessation of the business of the LLC; or,
- (c) Bankruptcy, receivership or dissolution of the LLC.

11.2 Dissolution. The LLC shall be dissolved upon the occurrence of any of the events causing termination as described above in numerical paragraph 11.1 of this section, unless the business of the LLC is continued by the consent of all of the remaining LLC Interests within 90 days of the happening of that event.

11.3 Statement of Intent to Dissolve. Upon the occurrence of any of the events specified above, the LLC shall execute and file a Statement of Intent to Dissolve.

11.4 Conduct of Business. Upon the occurrence of any of the events causing termination as described above in numerical paragraph 11.1 of this section, a majority of the members shall appoint one or more of the Members to act as liquidator and wind up all LLC business and affairs. However, the LLC shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

11.5 Distribution of Net Proceeds. Upon the occurrence of any of the events causing termination as described above in numerical paragraph 11.1 of this section and the completion of the winding up all LLC business and affairs, the assets of the LLC shall be promptly liquidated and distributed in the following order:

- (a) to the payment of creditors, excluding Members, in the order of priority as provided by law;
- (b) to the payment of loans or advances made by the Members;
- (c) to the Members in an amount equal to the respective balances of their Capital Accounts; then
- (d) if there are any excess proceeds remaining to the Members in proportion to their LLC Interest.

Where the distribution consists both of cash and non-cash assets, the cash shall be distributed first, in the same order as the above categories (a) through (d). With respect to the non-cash assets, which distribution values are to

be based on the fair market value of the non-cash asset as determined in good faith by the liquidator, the liquidator may sell the non-cash assets and distribute the cash proceeds or distribute the assets in kind, in the same order as the above categories (a) through (d).

11.6 Termination. Upon the occurrence of any of the events causing termination as described above in numerical paragraph 11.1 of this section the LLC shall be terminated upon the distribution of all assets. The Members shall cause the LLC to file Articles of Dissolution, if required, or take any other actions necessary to terminate the LLC. Upon such dissolution, the property shall be divided equally among the Members with each Member receiving its portion of the property adjacent to its residence property. In the event of a dispute as to the division of the property, any Member may file an action in the Muhlenberg Circuit Court for resolution of the issues in dispute.

SECTION 12: AMENDMENTS

12.1 Amendments by Members. This Agreement may be adopted, amended, altered, or repealed by the vote of or written consent of 60% of the LLC Interests at a meeting of the Members at which all are present.

SECTION 13: GENERAL PROVISIONS

13.1 Specific Performance. Any member or his legal representative is hereby granted the right of specific performance of this agreement within the time which this Agreement is in force. This provision does not in any way limit any other legal remedies available to any member.

13.2 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

13.3 Partition. Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the LLC partitioned, or to file a complaint, or institute and maintain any proceeding at law or equity to have the assets of the LLC partitioned except as set forth herein.

13.4 Further Actions. Each of the Members agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

13.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.6 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

13.7 Notices. All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

____N/A_____

13.8 Attorneys' Fees. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

13.9 Construction. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and

neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

13.10 Governing Law. This agreement shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties hereby agree that any legal action or proceeding shall be brought in the courts of the Commonwealth of Kentucky. The parties further agree to submit to the jurisdiction of the Commonwealth of Kentucky and consent to the service of process in accordance with applicable procedures and rules of said jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of this __24__ day of ____February_____, 2014.

____Jeremiah Mitchell_____, Member

____KJK_____, LLC
A Kentucky Limited Liability Company

By: _____
____Member_____

Prepared by:

__JM_____