

OPERATING AGREEMENT
OF
ABSOLUTE TRAVEL
A KENTUCKY LIMITED LIABILITY COMPANY

This Operating Agreement is made and entered effective this 1st day of March, 2012, by and between the Company and the Member(s) whose signatures appear on the signature page hereof.

ARTICLE 1
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

1.1 "Articles of Organization" shall mean the Articles of Organization of this Company as filed with the Secretary of State of Kentucky as the same may be amended from time to time.

1.2 "Assignee" shall mean the owner of an Economic Interest who is not a Member.

1.3 "Act" shall mean the Kentucky Limited Liability Company Act.

1.4 "Company" shall refer to Absolute Travel, LLC.

1.5 "Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such reserves as the Members reasonably deem necessary to the proper operation of the Company's business.

1.6 "Economic Interest" shall mean a Member's or Assignee's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members.

1.7 "Gifting Member" shall mean any Member or Assignee who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

1.8 "Majority Interest" shall mean one or more Interests of Members which taken together exceed 50% of the aggregate of all interests in net profits pursuant to Article 9.1.

1.9 "Member" shall mean each of the parties who execute a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

1.10 "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

1.11 "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

1.12 "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

1.13 "Selling Member" shall mean any Member or Assignee which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

ARTICLE 2 FORMATION OF COMPANY

2.1 Formation. On March 1, 2012, the Company was organized as a Kentucky Limited Liability Company by the execution and delivery of articles of organization to the Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Absolute Travel, LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the Commonwealth of Kentucky shall be 2312 Prescott Lane, Lexington, KY 40511. The Company may locate its places of business and registered office at any other place or places as the Members may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 2312 Prescott Lane, Lexington, KY 40511 and the name of its initial registered agent at such address shall be Passion J. Richardson. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State pursuant to the Act.

ARTICLE 3 BUSINESS OF COMPANY

3.1 Permitted Businesses. The business of the Company shall be:

a. To engage in any and all other lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

b. To exercise all other powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Act.

c. To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4 NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

NAME	ADDRESS
Passion J. Richardson	2312 Prescott Lane, Lexington, KY 40511

ARTICLE 5
MANAGEMENT RIGHTS AND DUTIES OF MEMBERS

5.1 Management. The business and affairs of the Company shall be managed by its Members. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Member, any one Member may take any action permitted to be taken by the Members, unless the approval or more than one of the Members is expressly required pursuant to this Operating Agreement or the Act.

5.2 Certain Powers of Members. Without limiting the generality of Section 5.1, the Members shall have power and authority, on behalf of the Company:

a. To acquire property from any Person as the Members may determine. The fact that a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Members from dealing with that Person;

b. To borrow money for the Company from banks, other lending institutions, the Members, or Affiliates of the Members on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Members, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Members;

c. To purchase liability and other insurance to protect the Company's property and business;

d. To hold and own any Company real and/or personal properties in the name of the Company;

e. To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

f. Upon the approval of the Members to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

g. To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Members, to the business of the Company;

h. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

i. To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Members may approve; and

j. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the Members of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by a majority of the Members to act as an agent of the Company in accordance with the previous sentence.

5.3 Limitations on Authority. Notwithstanding any other provision of this Operating Agreement, no Member shall cause or commit the Company to do any of the following without the vote of a Majority Interest of the Members:

- a. sell or otherwise dispose of any Company property, real or personal, other than in the ordinary course of business;
- b. mortgage, pledge, or grant a security interest in any property of the Company;

5.4 Liability for Certain Acts. Each Member shall perform his duties in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Member who so performs management duties shall not have any liability to the Company or the other Members by reason of performing such management duties. The Members do not, in any way, guarantee the return of the other Members' or Assignees' capital contributions or a profit for the Members or Assignees from the operations of the Company. The Members shall not be liable to the Company or to any other Member or Assignee for any loss or damage sustained by the Company or any Member or Assignee, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Operating Agreement or a wrongful taking by the Member.

5.5 Members Have No Exclusive Duty to Company. The Members shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member or Assignee shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of any other Member or Assignee or to the income or proceeds derived therefrom. Neither any Member nor Assignee shall incur any liability to the Company or to any of the other Members or Assignees as a result of engaging in any other business or venture.

5.6 Indemnity of the Members, Employees and Other Agents. Subject to Section 5.4, the Company shall indemnify the Members and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees and other agents who are not Members to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a Majority Interest. Notwithstanding any other provision of this Operating Agreement, no Member shall be liable to any other Member or Assignee or the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Member believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Agreement. The Company shall indemnify the Members for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Member; provided the Member to be indemnified acted in good faith and in a manner such Member believed to be consistent with the provisions of this Agreement; and provided further that with respect to any criminal action or proceeding, the Member to be indemnified had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that indemnification is not available hereunder. The obligation of the Company to indemnify any Member

hereunder shall be satisfied out of Company assets only, and if the assets of the Company are insufficient to satisfy its obligation to indemnify any Member, such Member shall not be entitled to contribution from any other Member.

5.7 Compensation, Reimbursement, Organization Expenses. The compensation of the Members for performing management duties shall be fixed from time to time by an affirmative vote of Members holding at least a Majority Interest. No Member shall be entitled to compensation from the Company for services rendered to the Company as such. Upon the submission of appropriate documentation each Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by such Member on behalf of the Company or at the Company's request.

ARTICLE 6 ADDITIONAL RIGHTS AND OBLIGATIONS OF MEMBERS AND ASSIGNEES

6.1 Limitation of Liability. Each Member's or Assignee's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

6.2 Company Debt Liability. A Member or Assignee will not be personally liable for any debts or losses of the Company beyond his respective capital contributions and any obligation of the Member or Assignee under Section 8.1 or 8.2 to make capital contributions, except as otherwise required by law.

ARTICLE 7 MEETINGS OF MEMBERS

7.1 Meetings. The Members may meet at such times and places, either within or outside the Commonwealth of Kentucky, as may be determined by the Members holding a Majority Interest. The Members shall have no obligation to conduct annual meetings or to keep minutes thereof.

7.2 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.3 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE 8 CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member or Assignee shall contribute such amount as is set forth in Exhibit 8.1 hereto as its share of the initial capital contribution.

8.2 Additional Contributions. Except as set forth in Section 8.1, no Member or Assignee shall be required to make any capital contributions. To the extent approved by the Members, from time to time, the Members and Assignees may be permitted to make additional capital contributions if and to the extent they so desire, and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Members and Assignees shall have the opportunity (but not the obligation) to participate in such additional capital contributions on a pro rata basis in accordance with their interests in net profits.

8.3 Capital Accounts.

a. A separate capital account will be maintained for each Member and Assignee. The manner in which capital accounts are to be maintained pursuant to this Section 8.3(a) shall comply with the requirements of Section 704(b) and the Treasury Regulations promulgated thereunder.

b. Upon liquidation of the Company, liquidating distributions will be made in accordance with the positive capital account balances of the Members and Assignees, as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with this Operating Agreement.

Except as otherwise required in the Act (and subject to Section 8.1 and 8.2), no Member or Assignee shall have any liability to restore all or any portion of a deficit balance in such Member's or Assignee's capital account.

ARTICLE 9 ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 Corporate Tax Treatment. It is the intention of the Members that the Company be treated as a corporation for Federal, state and local income tax purposes, and no Member shall take any position or make any election, in a tax return or otherwise, inconsistent with such treatment. The Company shall make such election as is necessary for the Company to be treated as a corporation for income tax purposes. It is the further intention of the Members that the Company be an S corporation within the meaning of section 1361(a)(1) of the Internal Revenue Code of 1986, as amended ("Code").

9.2 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated as follows among the Members and Assignees in proportion to their Membership Interests.

9.3 Distributions. Except as provided in Section 8.3(d), all distributions of Distributable Cash shall be made to the Members and Assignees in proportion to their Membership Interest.

9.4 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the cash method of accounting.

9.5 Interest On and Return of Capital Contributions. No Member or Assignee shall be entitled to interest on its capital contribution or to return of its capital contribution, except as otherwise specifically provided for herein.

9.6 Loans to Company. Nothing in this Operating Agreement shall prevent any Member or Assignee from making secured or unsecured loans to the Company by agreement with the Company.

9.7 Accounting Period. The Company's accounting period shall be the calendar year.

ARTICLE 10 DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- a. when a Majority in Interest of the Members vote to dissolve the Company;

b. upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the consent of all of the remaining Members within 90 days after the Withdrawal Event.

10.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company.

a. If the Company is dissolved and its affairs are to be wound up, the Members shall:

i. Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members and Assignees in kind),

ii. Allocate any net profit or net loss resulting from such sales to the Members' and Assignees' capital accounts in accordance with Article 9 hereof,

iii. Discharge all liabilities of the Company, including liabilities to Members and Assignees who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members and Assignees for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the capital accounts of the Members and Assignees, the amounts of such reserves shall be deemed to be an expense of the Company),

iv. Distribute the remaining assets in the following order: Distribute to the Members and Assignees the remaining assets in accordance with the positive balance (if any) of each Member's and Assignee's capital account (as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs), either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members and Assignees in respect of their capital accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

b. Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member or Assignee has a deficit capital account (after giving effect to all contributions, distributions, allocations and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), such Member or Assignee shall have no obligation to make any capital contribution, and the negative balance of such Member's or Assignee's capital account shall not be considered a debt owed by such Member or Assignee to the Company or to any other Person for any purpose whatsoever.

c. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

d. The Members shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

10.3 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member and Assignee shall look solely to the assets of the Company for the return of its capital contribution. If the Company property

remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members and Assignees, such Members or Assignees shall have no recourse against any other Member or Assignee.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's, Assignee's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

11.2 Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members.

11.3 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

11.4 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.5 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

MEMBERS:


Passion J. Richardson

EXHIBIT 8.1

<u>Initial Capital</u> <u>Initial Member</u>	<u>Contribution</u>	<u>Membership Interest</u>
Passion J. Richardson	\$100	100%