

**OPERATING AGREEMENT
OF
Tri Ocean Holdings, LLC
A KENTUCKY LIMITED LIABILITY COMPANY**

This Operating Agreement of Tri Ocean Holdings, LLC, (hereinafter referred to as "Company"), a limited liability company organized pursuant to the Kentucky Limited Liability Act is entered into and shall be effective as of January 14, 2013 by and among the company and the persons executing this agreement as Members.

**ARTICLE I
FORMATION OF COMPANY**

1. **Organization.** The Members of the Company hereby organize the company as a Limited Liability Company pursuant to the provisions of the Kentucky Limited Liability Company Act (hereinafter referred to as the "Act").
2. **Intent.** It is the intent of the Members that this Company shall always be operated in a manner consistent with its treatment as a partnership for Federal and State income tax purposes. No Member or Manager shall take any action inconsistent with the express intent of the parties hereto.
3. **Company Name.** The name of the company is Tri Ocean Holdings, LLC.
4. **Registered Office and Agent.** The name and address of the registered agent of the Company and the registered office of the Company are as follows: Jeff Sharp, 2180 Mangrove Drive, Lexington, Kentucky 40513.
5. **Period of Existence.** This Company shall commence upon the filing of its Articles of Organization and shall continue until such time as it is dissolved and its affairs wound up in accordance with the Articles or Organization of the Company or the Act.
6. **Company Business.** This Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company is qualified to transact business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose.
7. **Principal Office.** The principal office of the Company shall be as follows: 2180 Mangrove Drive, Lexington, KY 40513.
8. **Registered Agent and Registered Office of the Company.** The registered agent for service of process and the registered office of the Company shall be as follows: Jeff Sharp 2180 Mangrove Drive, Lexington, KY 40513. The Managers of the Company may, from time to time,

change the registered agent or office through appropriate filings with the Secretary of State for the Commonwealth of Kentucky.

9. **Other Company Offices.** The Company may have other offices at such places within and without the Commonwealth of Kentucky as the managers of the Company may determine from time to time.

10. **Company Members.** The name and address of each of the Members of this Company are as follows:

- (i) Gregory T Back, 2465 Dogwood Trace, Lexington Kentucky 40514
- (ii) Jeff Sharp, 2180 Mangrove Drive, Lexington Kentucky 40513
- (iii) Brad Husz, 2209 Woodburn Hall Road, Lexington, Kentucky 40515
- (iv) Audrey Back, 2465 Dogwood Trace, Lexington Kentucky 40514
- (v) Holleigh Sharp, 2180 Mangrove Drive, Lexington Kentucky 40513
- (vi) Rebecca Husz, 2209 Woodburn Hall Road, Lexington, Kentucky 40515

ARTICLE II MANAGEMENT OF THE COMPANY

1. **Management Vested in Managing Members.** The ordinary and day-to-day decisions concerning the business affairs of the Company shall be made by the Managing Members of the Company (hereinafter sometimes referred to as "Managers"). There shall be two Managing Members who must be Members of the Company. The name and address of the initial managing members is as follows: Gregory T Back, 2465 Dogwood Trace, Lexington Kentucky 40514 and Jeff Sharp, 2180 Mangrove Drive, Lexington Kentucky 40513.

2. **Terms and Office of Managing Member.** No Managing Member shall have any contractual right to serve as Managing Member of the Company. A Managing Member shall serve as such until the earliest of the following events:

- (i) The disassociation from the Company of the Managing Member.
- (ii) The removal of the Managing Member as provided for in this Operating Agreement.

3. **Binding Authority of Managing Members.** The parties hereto hereby agree that the Managing Members of the Company shall have the authority to bind the Company on day to day decisions. No member other than the Managing Members shall take any action as a member to bind the Company and shall indemnify the Company for any costs or damages incurred by the

Company as the result of the unauthorized action of such member. The Managing Members have the power to do all things necessary or convenient to carry out the day to day business and affairs of the Company. However, the following actions shall require unanimous consent of all managing members:

- (i) The entering into contracts and guarantees, including liabilities, borrowing money, issuance of notes, bonds, and other obligations in the securing of any of its obligations by mortgage or pledge of any of its property or income, except that the Managing Members shall have authority to enter into contracts. However, any contract under \$500.00 shall not require the unanimous consent of the Managing Members.
- (ii) The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use, and other dealing with property wherever located.
- (iii) The sale, advance mortgage, pledge, lease, exchange, and other disposition of the entire property.
- (iv) The lending of money, investment and re-investment of Company funds, receipt and holding of property as security for repayment, including the loaning of money to Company Members, employees, and agents.
- (v) The appointment of employees and agents of the Company and the establishment of their compensation.
- (vi) The payment of compensation or additional compensation to any or all Members and employees on account of services previously rendered to the Company whether or not an agreement to pay such compensation was made before such services were rendered.
- (vii) The participation and partnership agreements, joint ventures, or other associations of any kind with any person or entities.
- (viii) The indemnification of Members or any other person.

4. **Expenses of Managing Member.** On unanimous agreement, the Managing Members shall be reimbursed for any and all reasonable expenses incurred in managing the company.

ARTICLE III
RIGHTS AND DUTIES OF COMPANY MEMBERS

1. **Limitation of Liability.** Each Member's liability for debts and obligations of the Company shall be limited as set forth in Section 275.150 of the Kentucky Limited Liability Company Act and other applicable law.

2. **Lists of Members.** Upon written request of any Member, the Managers of the Company shall provide a list showing the names, last known addresses, and interests of all Members of the Company.

3. All Company Members who have not become disassociated with the Company shall be entitled to vote on any matter submitted to vote of the Members by the Managing Members. Notwithstanding the foregoing, the following actions require unanimous written consent of the Company Members:

- (i) The sale of all or substantially all assets of the Company;
- (ii) A mortgage or encumbrance upon all or substantially all assets of the Company;
- (iii) Disposal of the goodwill of the Company;
- (iv) Submission of a claim of the Company to arbitration;
- (v) Confession of a judgment;
- (vi) Commission of any act which would make it impossible for the Company to carry on its ordinary course of business;
- (vii) Amendment of this Operating Agreement;
- (viii) Amendment of the Articles of Organization to change the management of the Company from managers to Members; and
- (ix) The continuation of the Company after an event causing dissolution.

5. **Priority and Return of Capital.** No Member shall have priority over any other Member with the respect to the return of capital contributions or to profits, losses, or distributions; provided that this Paragraph 5 shall not apply to loans which a member has made to the Company.

6. **Annual Meeting.** An annual meeting of all Members, including Managing Members, shall be held on the second Tuesday of May or at such other time as determined by the Managers

for the purpose of the transaction of such business as may come before the meeting. Additional meetings of the Members may be called by any member of the Company.

ARTICLE IV ACCOUNTING AND RECORDS OF THE COMPANY

1. **Required Records.** The Company shall keep at its principal office the following records;

(i) A current list, and all past lists, setting forth the full name and last known mailing address of each member.

(ii) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any power of attorney pursuant to which any Articles of Amendment have been executed;

(iii) Copies of the Company's federal, state, and local income tax returns and financial statements for the three (3) most recent years or, if those returns and statements were not prepared, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for those years;

(iv) Copies of any effective written Operating Agreements and all amendments thereto;

(v) Copies of any written Operating Agreements no longer in effect;

(vi) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services, if any, contributed by each Member and the times at which or events upon the happening of which any additional contributions are to be made;

2. **Inspection of Records by Member.** Upon reasonable written request, any Member may, at the Member's own expense, inspect and copy during ordinary business hours any Company record, where the record is located or at a reasonable location.

3. **Supplying of Pertinent Information.** Each Member shall render, to the extent the circumstances render it just and reasonable, true and full information of all matters affecting the Members and the Company to any Member, and the Member's agent, and to the legal representative of any deceased Member or of any Member under legal disability.

4. **Failure to Maintain Records.** Any failure of the Company to keep or maintain any of the records or information required pursuant to this Article IV shall not be grounds for imposing liability on any Member for the debts and obligations of the Company.

5. **Annual Report.** The Company shall deliver to the Secretary of State for the Commonwealth of Kentucky for filing an Annual Report setting forth the following:

- (i) The name of the Company and the state or country under whose law the Company is organized;
- (ii) The address of the Company's registered office and the name of the Company's registered agent at that office in the Commonwealth of Kentucky;
- (iii) The address of the Company's principal office; and
- (iv) The names and business addresses of one (1) or more designated Members.

All information in the Annual Report shall be current as of the date of the Annual Report is executed on behalf of the Company.

The Company's first Annual Report shall be delivered to the Secretary of State for the Commonwealth of Kentucky between January 1 and June 30 of the year following the calendar year in which the Company is organized. All subsequent Annual Reports shall be delivered to the Secretary of State for the Commonwealth of Kentucky between January 1 and June 30 of the following calendar years.

6. **Accounting Method.** The accounting method shall be determined by unanimous agreement of the Managing Members after consulting with the company's accountant.

7. **Accounting Records and Fiscal Year.** The books and records of the Company shall be kept, and the financial position and the results of its operation recorded, in accordance with the accounting method elected in Section 6 of this Article IV for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and federal income tax purposes shall be the calendar year.

8. **Access to Accounting Records.** All books and records of accounting shall be maintained at the Company's principal place of business, and each Member, and his duly authorized representative, shall have access to them at such office of the Company and have the right to inspect and copy them during ordinary business hours.

9. **Annual and Tax Information.** The manager of the Company shall use his best efforts to cause the Company to deliver to each Member within sixty (60) days after the end of each fiscal year all information necessary for the preparation of such Member's federal income tax return. The manager shall also use his best efforts to cause the Company to prepare, within 120 days after the end of each fiscal year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and application of funds, and a statement of the Capital Accounts

of the Members. Failure to comply with this Section shall not result in liability as to any of the Company Members or the Company.

10. **Accounting Decisions.** All decisions as to accounting matters, except as otherwise specifically set forth in this Agreement, shall be made by the Members pursuant to Article III hereof. The Members may rely upon the advice of their accountants as to whether such decisions are in accordance with the accounting methods elected to be used for federal income tax purposes.

11. **Federal Income Tax Elections.** The Company may make all elections for federal income tax purposes, including, but not limited to the following:

(i) To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and

(ii) In case of a transfer of all or part of the Company Interest of any Member, the Company may elect pursuant to Section 734, 743, and 754 of the Code as amended (or corresponding provisions of future law) to adjust the basis of the assets of the Company.

12. **Bank Account.** The Company shall open a bank account at an institute to be selected by the managing members. Jeff Sharp and Gregory T Back are authorized to make deposits and sign and issue checks on behalf of the Company subject to the limitations set out in these Articles.

ARTICLE V CONTRIBUTIONS TO THE COMPANY

1. **Obligations to Make Contribution.** A promise by a Member to contribute to the Company shall not be enforceable unless set forth in a writing signed by the Member. Each Member executing this Operating Agreement has agreed to make the capital contributions as agreed by unanimous vote from time to time.

2. **Failure to Make Contribution.** If any Member fails to make the required contribution of property or services, that Member shall be obligated, at the option of the Company, to contribute cash equal to that portion of value of the stated contribution that has not been made.

3. **Compromise of Obligation.** The obligation of a Member to make a contribution to the Company may be compromised only with the unanimous consent of the Members.

4. **Creditor's Rights.** Notwithstanding any compromise approved pursuant to Section 3 of this Article V, a creditor of the Company who extends credit or otherwise acts in reliance on a Member's obligation to contribute after the Member executes this Operating Agreement or other writing which reflects the Member's obligation and before a compromise of that obligation may enforce the original obligation.

5. **Initial Contributions.** There shall be initial contributions by each member to the company of \$3,000.00

**ARTICLE VI
BUSINESS PURPOSE AND
ALLOCATIONS AND DISTRIBUTIONS**

1. **Business Plan and Allocation of Profits and Losses.** The Company intends to purchase single family and multifamily rental properties.

The profits and losses will be allocated as follows:

a.	Gregory T Back	16.66%
b.	Jeff Sharp	16.66%
c.	Brad Husz	16.66%
d.	Audrey Back	16.66%
d.	Holleigh Sharp	16.66%
e.	Rebecca Husz	16.66%

However, it is understood by the members that all of the net operating expenses of the company shall be paid each month prior to any profit being distributed.

The members may, through their unanimous consent, determine reasonable salaries to be paid to themselves as well as others as employees of the Company, to be paid as ordinary operating expenses.

2. **Distributions of Cash or other Assets.** Each Member shall share in any distribution made by the Company in the percentages set forth in Article VI, Section 1 above. Each Member shall be entitled to receive distributions as set forth in this section to the extent and at the time or upon the happenings of the events specified elsewhere in this Operating Agreement or at the times determined by the Members pursuant to Article III hereof.

3. **Events of Disassociation.** Upon the occurrence of an event of disassociation as described in Article X hereof, which does not cause dissolution, a disassociating Member shall be entitled to receive any distribution which the Member was entitled to receive prior to the event of disassociation. The disassociated Member, within a reasonable time after disassociation, shall be entitled to receive the fair value of the Member's Company interest as of the date of disassociation based on the Member's right to share in distributions of the Company.

4. **Restriction on In-kind Distributions.** Each Member, regardless of the nature of the Member's contribution, shall not have a right to demand and receive any distribution from the Company in any form other than cash. A Member shall not be compelled to accept from the Company a distribution of any asset in kind to the extent that the percentage of the asset distributed to the Member is less than the percentage that the Member would have shared in a cash distribution equal to the value of the property at the time of distribution.

5. **Limitations on Distributions.** No distribution shall be made to any Member if, after giving effect to the distribution (1) the Company would not be able to pay its debts as they become due in the usual course of business; or (2) the Company's assets would be less than the sum of its liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution which are superior to the rights of the Member receiving the distribution.

6. **Company Determination of Distribution.** The Company may base a determination that a distribution is not prohibited under Section 5 of this Article VI on

(i) financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or

(ii) a fair valuation or other method that is reasonable under the circumstances.

7. **Effect of Distribution.** Except as provided in Section 9 of this Article VI, the effect of a distribution shall be measured as of:

(i) the date the distribution is authorized if payment occurs within one hundred twenty (120) days after the date of authorization; or

(ii) the date payment is made if it occurs more than one hundred twenty (120) days after the date of authorization.

8. **Priority of Indebtedness.** The Company's indebtedness to a Member incurred by reason of a distribution made in accordance with this Operating Agreement shall be at parity with the Company's indebtedness to its general secured creditors, except to the extent subordinated by agreement.

9. **Distribution not a Liability.** If the terms of an indebtedness provide that payment of principal and interest is to be made only if, and to the extent that, payment of a distribution to Members could then be made under this Article, indebtedness of the Company, including indebtedness issued as a distribution, shall not be a liability for purposes of determinations made under Section 5 of this Article VI.

10. **Indebtedness as Distribution.** If the indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness shall be treated as a distribution, the effect of which shall be measured on the date the payment is actually made.

11. **Unlawful Distributions.** Any Member who votes for or assents to a distribution in violation of this Operating Agreement or the provisions of KRS 275.225 shall be held personally liable to the Company for the amount of the distribution that exceeds the amount that could have been distributed without violating this Operating Agreement or KRS 275.225 if it is established that the Member did not comply with Sections 5 and 6 of Article III.

12. **Contribution.** Each Member who is held liable under Section 11 of this Article VI for an unlawful distribution shall be entitled to contribution:

(i) from each other Member who could be held liable under Section 11 of this Article VI; and

(ii) from each Member for the amount the Member received in violation of this Operating Agreement or KRS 275.225.

13. **Status as Creditor.** At the time that a Member becomes entitled to receive a distribution, the Member shall have the status of, and shall be entitled to all remedies available to, a creditor of the Company with respect to the distribution.

ARTICLE VII COMPANY PROPERTY

1. **Title of Property.** Property transferred to or otherwise acquired by the Company shall be the property of the Company and not of the Members individually. Property may be acquired, held, and conveyed in the name of the Company. Any estate in real property may be acquired in the name of the Company, and title to any interest so acquired shall vest in the Company rather than in the Members individually.

2. **Transfer of Property in Company Name.** Property of the Company held in the name of the Company may be transferred by an instrument of transfer executed by the Managing Member in the name of the Company.

ARTICLE VIII MEMBERSHIP INTERESTS IN COMPANY

1. **Company Interest as Personal Property.** A Member's interest in the Company shall be the personal property of that Member.

ARTICLE IX ADMISSION OF A MEMBER

1. **Admission to Membership.** Any individual, general partnership, limited liability partnership, limited partnership, domestic or foreign limited liability company, trust, estate, association, corporation, or other legal entity may become a Member in the Company upon compliance with this Operating Agreement and written consent of all Members.

2. **Admission of Assignee as a Member.** An assignee of an interest in the Company shall become a Member only if the other Members of the Company unanimously consent. The consent of a Member may be evidenced by one (1) or more written instruments, dated and signed by all Members.

3. **Effective Date of Admission.** The effective date of admission of a Member to the Company shall be the later of:

- (i) the date the Company is formed; or
- (ii) when the person's admission is reflected in the records of the Company.

ARTICLE X
EVENTS OF DISASSOCIATION; CONTINUATION OF BUSINESS;
TRANSFER OF MEMBERSHIP INTEREST

Section 10.1. Events of Disassociation.

(a) **Events of Disassociation and Continuation of the Company:** The retirement, resignation, withdrawal, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company (Event of Disassociation), shall dissolve the Company unless the remaining Member(s) unanimously consent in writing to the continuation of the business of the Company.

(b) **Purchase of Former Member's Interest:** If the Member whose actions or conduct result in the Event of Disassociation ("Former Member") rightfully demands the return of its Interest by a written notice to the remaining Member(s), the Company (if the remaining Member(s) unanimously consent in writing) or remaining Member(s), to avoid dissolution of Company, shall within six (6) months following such written notice, purchase the Former Member's Interest as provided in this Article.

(c) **Company's First Option to Purchase:**

(i) Upon the occurrence of the Event of Disassociation, and the unanimous consent to continue the existence of the Company, and if applicable, the rightful demand for the return of its Interest by the Former Member, the Company shall have first option to purchase the Interest of the Former Member by giving notice thereof to all Members within sixty (60) days following the occurrence of the Event of Disassociation or the Former Member's demand for return of its contribution. If the Company elects to give such notice within sixty (60) days, the purchase and sale obligation shall accrue 120 days after such Event of Disassociation or rightful demand for return of contribution. After the Company gives notice of its election and before to the date upon which the purchase and sale obligation shall accrue, the parties shall take all necessary and proper steps to set the price and terms of such purchase and sale.

(ii) In the case of all other Events of Disassociation, the purchase price shall be set by negotiation of the parties, however, if the parties cannot agree on price and terms prior to 30 days before the purchase and sale obligation accrues, the price shall be set by the company's accountant.

(d) **Remaining Member's Option to Purchase:** If the Company shall not exercise its first option to purchase the Interest of a Former Member within sixty (60) days as provided in Subsection(c) of Section 6.1, for thirty (30) days thereafter, the remaining Members shall have option to purchase such Interest. During said thirty (30) day period, the remaining Member(s) shall give notice to the Former Member and all other Members in writing of their desires to purchase a portion of the Former Member's Interest. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of the remaining Member not to purchase any of the Former Member's Interest. Each remaining Member shall be entitled to purchase a portion of the Former Member's Interest based on the remaining Member's Pro Rata Interest in the Company on the date of the unanimous consent to continue the Company's existence, or the date of receipt of the rightful demand for the return of its Interest by the Former Member.

(e) **Company's Purchase Election:** In the event any remaining Member elects not to purchase any portion of the Former Member's Interest then the Company may at its election purchase such portion of the Former Member's Interest. In the event the Company elects not to purchase the Former Member's Interest, the unpurchased portion may be purchased by those remaining Members that wish to purchase more than their Pro Rata Portion of the Former Member's Interest.

(f) **Purchase and Sale Price:** In any event, the purchase and sale price for the Former Member's Interest shall be determined as set forth in Section 10.1(c)(i) and/or (ii) of this Operating Agreement.

(g) **Failure to Purchase Former Member's Interest:** If the remaining Members fail to purchase the entire interest of the Former Member, the same shall pass by operation of law to any assignee or shall remain in the hands of the Former Member.

(h) **Contracts for Purchase of Member's Interest:** Nothing contained in this Section 10.1 is intended to prohibit Members from agreeing upon terms and conditions for the purchase by the Company or any Member(s) of the Interest, in whole or in part, of any Member in the Company desiring to retire, withdraw or resign as a Member, nor is anything herein intended to limit or otherwise affect the ability of a Member to demand a return of his or its contribution to the Company as provided in the Operating Agreement.

10.2 Transfer and Assignment of Membership Interests. No Member shall be entitled to assign, convey, sell, encumber or in any way alienate all or any part of his Interest in the Company without the prior written consent of all other Members. Such prior written consent may be given or withheld, conditioned or delayed as allowed by this Operating Agreement or the Act.

10.3 Additional Restrictions on Transfer of Membership Interests. No Member shall assign, convey, dispose of, sell, encumber or in any way alienate all or any part of his Interest in the Company:

(i) without an opinion from counsel satisfactory to the Members of the Company that such an assignment or transfer is subject to an effective registration under all applicable state and federal securities laws, or is exempt from such registration requirements; or

(ii) if such disposition or transfer, alone or in combination with other transactions would terminate the Company pursuant to Section 708 of the Internal Revenue Code.

10.4 Substitute Members. A transferee of a Member's Interest in the Company shall have the right to become a substitute Member upon:

(i) the unanimous written consent of all non-transferring Members;

(ii) the execution by the transferee of a document satisfactory to the remaining Members accepting and adopting the terms, provisions, and obligations of this Operating Agreement; and

(iii) payment by such transferee of all reasonable expenses in connection with his, her, or its admission as a Substitute Member.

10.5 Death of a Member. In the event that a Member should die before completion of the business of the company, then his executor or administrator shall be substituted for that Member, with full authority to participate in management decisions. In the event that the surviving Member or the executor or administrator chooses not to participate further in the company, then that person may withdraw from the company, in which case the purchase procedure set forth in Section 10.1 above shall control.

10.6 Effect of Interest Transfer. The Company shall provide written notice of an Interest transfer to all Members of the Company. Any permitted transfer of all or any portion of a Member's Interest in the Company pursuant to this Agreement will take effect on the first day of the month following such written notice of transfer. Any transferee of an Interest in the Company shall take subject to the restrictions on transferability of Membership Interests imposed by this Agreement.

ARTICLE XI DISSOLUTION AND WINDING UP OF COMPANY

1. Dissolution. The Company shall be dissolved and its affairs wound up upon the happening of the first to occur of the following:

(i) At the time or upon the occurrence of events specified in the Articles of Organization of the company.

(ii) The written consent of all Company Members.

(iii) Any event of disassociation of a Member as set forth in Article X of this Operating Agreement, unless the Company is continued by the consent of all the remaining Members on or before the ninetieth day following the occurrence of the event.

(iv) The entry of a decree of judicial dissolution under KRS 275.290.

(v) Filing of a certificate of dissolution by the Secretary of State under KRS 275.295.

2. **Effect of Dissolution.** Upon dissolution, the Company shall continue its existence but shall not carry on any business except that appropriate to wind up and liquidate its business and affairs.

3. **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the assets shall be distributed as follows:

First. Payment, or adequate provisions for payment, shall be made to creditors, including, to the extent permitted by law, Members who are creditors in satisfaction of liabilities of the Company.

Second. To Members of former Members in satisfaction of liabilities for distributions under KRS 275.210 and 275.215 and this Operating Agreement.

Third. To Members and former Members first for the return of their contributions and second in proportion to the Member's respective rights to share in profits of the Company as set forth in Article 6.1.

4. **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for the Commonwealth of Kentucky for filing. The certificate of dissolution shall set forth the information required by KRS 275.315.

ARTICLE XII MISCELLANEOUS PROVISIONS

1. **Complete Agreement.** This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization replace and supersede all prior agreements by and among the Members or any of them. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members of have any force or effect whatsoever.

2. **Governing Law.** This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

3. **Terms.** Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.

4. **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

5. **Severability.** Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

6. **Amendments.** The Members of the Company may amend this Operating Agreement only by the unanimous written approval of all of the Members.

7. **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 Agreement, their respective heirs, legal representatives, successors, and assigns.

8. **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 any 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 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 (3) 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.

9. **Execution of Additional Instruments.** Each Member hereby agrees to execute such other and further statements of Interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.

10. **Waiver.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11. **Counterpart Execution.** This Operating Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

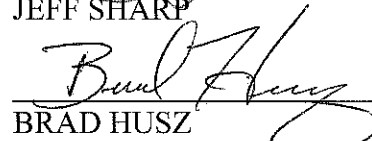
WHEREFORE, the undersigned members have set their hand on this the 14th day of January, 2013.



GREGORY T BACK



JEFF SHARP



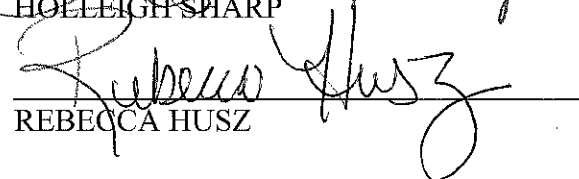
BRAD HUSZ



AUDREY BACK



HOLLEIGH SHARP



REBECCA HUSZ