



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

OPERATING AGREEMENT OF AMERICAN GLOBAL INVESTMENTS, LLC.

This Operating Agreement is adopted by Meeting held on February 1st. 2011 pursuant to a duly executed Waiver of Notice.

ARTICLE I

Offices

1.1 Principal Office. The principal office of the Limited Liability Company in the Commonwealth of Kentucky shall be located in the County of Jefferson. The Limited Liability Company may have such other offices, either within or without the Commonwealth of Kentucky and/or the United States of America, as the business of the Limited Liability Company may require from time to time.

1.2 Registered. The registered office of the Limited Liability Company may be, but need not be, identical with its principal office in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Members.

ARTICLE II

Members

2.1 Identity of Members. The identity of the members of the Limited Liability Company, together with their addresses and the percentage of the Professional Limited Liability Company held by each, are:

EDWARD DANA

11303 Triton Springs Court Louisville, Kentucky 40219

60 Percent Managing Member

SAMIR FARAJ

331 East Oak St. Louisville, KY 40203

40 Percent Member



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

2.2 Annual Meeting. The annual meeting of the Members shall be held at such time, place and on such date as the chief executive office may designate, said date to be no later than six (6) months following the end of the Professional Limited Liability Company's fiscal year. The purpose of such meetings shall be any business as may properly come before it, including the allocation of income, assets and/or liabilities in accordance with the percentages set forth in Section 2.1 hereinabove.

2.3 Special Meetings. Special meetings of the Members may be called by a majority of the Members of the Limited Liability Company entitled to vote at such meeting, and any and all actions which can take place at an annual meeting may occur at any special meeting.

2.4 Place of Special Meetings. The Members may designate any place within or without the Commonwealth of Kentucky as the place for any special meeting called by the Members. A waiver of notice signed by all Members may include a designation of any place, either within or without the Commonwealth of Kentucky, as the place for the holder of such meeting. If no designation is properly made, or if a special meeting be otherwise called, the place of the meeting shall be at the registered office of the Limited Liability Company in the Commonwealth of Kentucky, except as otherwise provided in Section 2.5, 2.6 or 2.7 hereof.

2.5 Notice of Special Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Member calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, All notices provided for herein shall be sent by certified mail with a return receipt requested to the last known residence of each party to whom notice is required to be sent.

2.6 Meetings by Consent by All Members. If all the Members shall meet at any time and place, either within or without the Commonwealth of Kentucky, and consent in writing to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any action may be taken.

2.7 Waiver and Consent to Meetings of Less than All Members. If a Member meeting shall occur without all Members in attendance, a prior or subsequent written waiver of notice or consent to the holder of such meeting by the absent Member shall be equivalent to the call and giving of any requisite notice, and such meeting shall be valid without call or notice, and any action may be taken at such meeting.

2.7 Voting Record. At each meeting, on Member shall be elected to be secretary of the meeting, and shall make a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order, with the address of, and the percentage of the Limited Liability Company held by each Member. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole course of the meeting.



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

2.9 Proxies. At all meetings of Members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Professional Limited Liability Company at the time of the meeting. No proxy shall be valued after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, but in no event shall a proxy, unless coupled with an interest, be voted on after three (3) years from the date of its execution. A proxy, unless coupled with an interest, may be revoked in writing at any time. The effective time of such revocation shall be the time the Limited Liability Company receives the written notice of revocation.

2.10 Voting. Voting shall be by percentage of equity held, with a majority vote prevailing.

2.11 Acquisition. The Limited Liability Company shall retain the right of first refusal in order to purchase, at fair market value, any interest in the company which is to be sold, transferred, encumbered or otherwise conveyed to any entity by any reason whatsoever, (including death, disability or court order or decree). Such right shall be exercised within thirty days of certified mail notice to the Limited Liability Company of the proposed transfer, which shall be immediately communicated to all Members. Payment for transfer shall be made within ten (10) days of the exercise of the right by the Limited Liability Company. In the event that the Limited Liability Company declines to purchase the shares or fails to take any action affirming or denying its right of first refusal, the right of first refusal

shall pass to the first Member to deliver written notice to the Professional Limited Liability Company, whether by hand-delivery, mail or facsimile transmission, provided that the right is exercised between the 31st and 60th day after notice is first provided to the Professional Limited Liability Company.

2.12 Informal Action by Members. Any action required to be taken, or which may be taken, at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

2.13 Duties of Members. The Managing Member shall be responsible for the day to day operation of the Company. The duties of all of the Members may be set forth, supplemented or modified by Resolution made at any Regular or Special Meeting.

2.14 Construction. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and it shall be construed in all respects as if such invalid or unenforceable provision was omitted. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the matters contained herein. It is intended to be a full and complete substitution of any and all oral or prior written agreements between the parties hereto with respect the matters set forth herein. No modification or agreement shall be binding on any party hereto unless produced in writing, dated and signed by all parties and made a part hereof by reference thereto.



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

ARTICLE III

Contracts, Loans, Checks and Deposits

3.1 Contracts. With the exception of a loan set forth under Paragraph 3.2 hereunder, a release of any obligation to the Company for anything less than full value or acting as a surety or a guaranty on an obligation, the Managing Member may enter into any contract and execute and deliver any instruments in the name of and on behalf of the Limited Liability Company. No other member is allowed to enter into any obligation without a resolution of approval by the Members. Furthermore, the Members may authorize any other Member or agent/servant/employee, to enter into any contract and execute and deliver any instruments in the name of and on behalf of the Limited Liability Company. Such authority may be general or confined to specific instances.

3.2 Loans. No loans shall be contracted on behalf of the Limited Liability Company, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of 100% of the Members. Such authority may be general or confined to specific instances.

3.3 Checks, Drafts, Etc. Checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Limited Liability Company shall be signed by the Managing Member or by such agent or agents of the Professional Limited Liability Company and in such manner as shall, from time to time, be determined by resolution of the Members.

3.4 Deposits. All funds of the Limited Liability Company not otherwise employed shall be deposited, from time to time, to the credit of the Limited Liability Company in such banks, trust companies and other depositories as the Managing Member may select.

ARTICLE IV

Miscellaneous

4.1 Amendments. The Members shall have the power and authority to alter, amend or repeal Operating Agreement of the Limited Liability Company at any regular or special meeting at which a quorum is present by the vote of a majority of the interest of all Members, subject always to the power of the Members under Kentucky law to change or repeal such Operating Agreement.

4.2 Vesting of Membership Interest. The interest of each Member in the Rights and Privileges of Membership in the Limited Liability Company is vested as of the moment of execution of this Instrument.

4.3 Fiscal Year. The Members shall have the power to fix, and from time to time change, the fiscal year of the Limited Liability Company. Unless otherwise fixed by the Board, the calendar year shall be the fiscal year.



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

4.3 Fiscal Year. The Members shall have the power to fix, and from time to time change, the fiscal year of the Limited Liability Company. Unless otherwise fixed by the Board, the calendar year shall be the fiscal year.

4.5 Distribution and Compensation. Any and all distributions will be made monthly, the amount to be set by vote of the membership. In addition, the Managing Member shall be entitled to separate compensation and the Members engaged in company work shall be compensated separately pursuant to resolution.

4.6 Waiver of Notice. Whenever any notice if required to be given under the provisions of this Operating Agreement, or under the provisions of the Limited Liability Company's Articles of Organization for Limited Liability Company, or under the provisions of the Limited Liability Company laws of the Commonwealth of Kentucky, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

4.7 Inspection of Books. The books and records of the Professional Limited Liability Company shall be maintained at either the LLC office or its accounting firm, and each partner shall at all times have access thereto and can make copies therefrom.

4.8 Construction. Unless the context specifically requires otherwise, any reference in these Operating Agreements to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

The above Operating. Agreement of this Limited Liability Company was adopted by the Members on February 1st. 2011

AMERICAN GLOBAL INVESTMENTS

EDWARD E. DANA

SAMIR H. FARAJ



AMERICAN GLOBAL INVESTMENTS

11303 Triton Spring Ct. Louisville, KY 40299

Tel: 001-502-387-6133 Fax: 001-502-417-4700

By signing herein below, all Members of American Global Investments hereby waive notice of a special meeting to be held for the executing an Operating Agreement.

Date: February 1st. 2011

EDWARD E. DANA

SAMIR H. FARAJ

MINUTES OF SPECIAL MEETING

At a special meeting of the Members held on February 1st. 2011 pursuant to the waiver of notice set forth and signed above, all 100% of the Members voted to execute the Operating Agreement attached hereto.

Date: February 1st. 2011

EDWARD E. DANA

SAMIR H. FARAJ

RESOLUTION

At a special meeting of the Members held on February 1st. 2011 pursuant to the waiver of notice set forth and signed above, all 100% of the Members hereby approve the Operating Agreement attached hereto.

Date: February 1st. 2011

EDWARD E. DANA

SAMIR H. FARAJ