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Michael G. Adams
Kentucky Secretary of State
Received and Filed:
4/27/2022 11:57 AM
Fee Receipt: \$40.00

**Articles of Organization
Nonprofit Limited Liability Company**

Howard's Metal Sales LLC

Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

Article 1 - Name. The name of the non-profit limited liability company is

Howard's Metal Sales LLC

Article 2 - Registered agent and office. The name and address of the initial registered agent is:

Sarah Anne Long
Isaiah House, Inc.
2084 Main Street
Willisburg, KY 40078

Article 3 - Principal Office. The initial principal office of the non-profit limited liability company is located at 100 Broadway Street, Suite 108, Chaplin, KY 40012.

Article 4 – Management. The non-profit limited liability company is to be managed by its member(s).

Article 5 - Purposes. The purpose of the non-profit limited liability company is directly support the purposes and mission of Isaiah House, Inc., a 501(c)(3) corporation, the company's sole member, by providing employment and job training opportunities to individuals enrolled in, and graduated from, the drug treatment and rehabilitation programs operated by Isaiah House, Inc.

Article 6 – Effective Date. This application will be effective upon filing.

Article 7 - Powers. The non-profit limited liability company shall have all powers now and hereafter granted by law, and all powers lawfully necessary or required to carry out its purposes, either alone or in cooperation with others, subject to such limitations and conditions as are or may be prescribed by law or in the non-profit limited liability company's Operating Agreement.

Article 8 - Limitations. No part of the net earnings of the non-profit limited liability company shall inure to the benefit of, or be distributable to, any person or entity other than its tax-exempt corporate member, except that the non-profit limited liability company is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Article 9 - Duration. The duration of the non-profit limited liability company shall be perpetual.

Article 10 - Exemption Requirements. Notwithstanding any other provision of these Articles, the non-profit limited liability company shall not carry on any activities not permitted to be carried on (a) by a non-profit limited liability company exempt from federal and state income taxes under Section 501(c)(3) of the Code or any successor provision, or (b) by a non-profit limited liability company, contributions to which are deductible under Section 170(c)(2) of the Code or any successor provision.

No substantial part of the activities of the non-profit limited liability company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Code or any successor provision. The non-profit limited liability company shall not participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office.

Article 11- Operating Agreement. The operating agreement shall be adopted by the Board of Directors of the initial member.

Article 12 - Liability. The member of this non-profit limited liability company shall not be held personally liable for any debt or obligation of the non-profit limited liability company solely because of their position as member.

Neither the initial member nor subsequent member of the non-profit limited liability company shall be personally liable for monetary damages for breach of its duties as member in any action other than an action by or in the right of the non-profit limited liability company, and accordingly, the non-profit limited liability company shall indemnify said member who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the non-profit limited liability company) by reason of the fact that it is or was a member of the non-profit limited liability company, against expenses (including reasonable attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the member in connection with such action, suit or proceeding. However, this liability limitation shall not apply to:

- (a) Any transaction for which the member's financial interest is in conflict with the financial interests of the non-profit limited liability company;
- (b) Acts or omissions not in good faith or which involve intentional misconduct or are known to the member to be in violation of a law; or
- (c) Any transaction from which the member derived an improper benefit.

Article 13 - Dissolution. In the event of dissolution of the non-profit limited liability company, the member (or its representative) shall have the fiduciary responsibility to carry out compliance with the provisions of KRS 275.530 regarding the payment of liabilities and obligations, and the distribution of remaining assets. Any assets held on condition of return, transfer or conveyance pursuant to specific terms imposed at the time such assets were received by the non-profit limited liability company, shall be transferred in accordance to such requirements. All remaining assets shall be transferred to Isaiah House, Inc., a 501 (c)(3) organization. If said organization is not in existence or does not continue to be exempt, then the member shall dispose of all assets that are exclusively for the purposes of the non-profit limited liability company to another 501(c)(3) organization as the member shall determine. Upon completion of these duties, the responsibilities of the

member shall cease. In the event of any remaining assets, such assets shall be disposed of by the Circuit Court of the County in which the principal office for the non-profit limited liability company is then located, exclusively for such purposes or to such organizations as said court shall determine.

I declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Mark L. Pulare Mark L. Pulare CEO 4/21/22
Signature of Organizer Print Name & Title Date

I, Sarah Anne Long, consent to serve as the registered agent on behalf of the non-profit limited liability company.

Sarah Anne Long Sarah Anne Long, VP of Compliance 4/21/2022
Signature of Registered Agent Print Name & Title Date