

**Limited Liability Company
Operating Agreement**

Ride & Drive Motors, LLC, A Single Member Limited Liability Company

**ARTICLE I
Company Formation**

1.1 FORMATION. The Member hereby forms a Limited Liability Company, subject to the provisions of the Limited Liability Company Act as currently in effect as of this date.

1.2 NAME. The name of the Company shall be: Ride & Drive Motors, LLC

1.3 TERM. The Company shall continue for a perpetual period.

1.4 NATURE OF BUSINESS: This business is a Used Automobile Dealership.

1.5 PRINCIPAL LOCATION OF COMPANY: This company shall be located at:

800 Joe Clifton Drive
Paducah, KY 42001

This place of business may be changed or additional places of business may be added at a later date as deemed appropriate by the Member.

1.6 AGENT: The company employs Louis Polach as its agent. His office is located at: :

800 Joe Clifton Drive
Paducah, KY 42001

17 ADMISSION OF ADDITIONAL MEMBERS. The company, at its sole discretion, may admit additional members at any time. A new Article of Organization must be signed and agreed to by all new members. The current member will remain the "Chief Executive Member" until the company is dissolved or no longer exists.

**ARTICLE II
Capital Contributions**

2.1 INITIAL CONTRIBUTIONS. The Member has an initial capital balance of \$50,000.

**ARTICLE IV
Management**

4.1 MANAGEMENT OF THE BUSINESS. This company will be managed by its Members.

4.2 LIABILITY. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement.

4.3 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company,

and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no contest" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.4 RECORDS. The Member shall cause the Company to keep at its principal place of business or other location the following:

- a. A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- b. Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- c. Copies of any financial statements of the limited liability company for the three most recent years. Operating Agreement

Article V Compensation

5.1 MEMBER MANAGEMENT FEE. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

Certificate of Organization

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 3 pages, constitutes, the Operating Agreement of Ride & Drive Motors, adopted by the member as of March 21, 2011

Louis Elliot Polach
Louis Elliot Polach, Sole Member

3/20/11
Date

Subscribed to and sworn before me on this 20th day of March, 2011

Donna J. Jackson My commission expires: 9/22/2012
Notary Public

