

ARTICLES OF ORGANIZATION
OF
HUGH HARRIS CONSTRUCTION, LLC

The undersigned hereby form and organize a limited liability company pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275, hereafter designated "Act", and adopts the following Articles of Organization of such limited liability company:

ARTICLE I

The name of the limited liability company is HUGH HARRIS CONSTRUCTION, LLC.

ARTICLE II

The street address of the initial registered office and the name of the initial registered agent at that address is:

Initial registered office is:

711 Beech Grove Road
Lebanon Junction, KY 40150

Initial Registered Agent is:

Hugh Harris

ARTICLE III

The mailing address of the initial principal office is 711 Beech Grove Road, Lebanon Junction, KY 40150.

ARTICLE IV

Hugh Harris Construction, LLC has one member.

ARTICLE V

The management of Hugh Harris Construction, LLC is reserved to members in accordance

with the operating agreement of Hugh Harris Construction, LLC. Only those elected or appointed as managers may bind Hugh Harris Construction, LLC, and no member, by reason of being a member, may bind Hugh Harris Construction, LLC. The authority of managers shall be exercised in accordance with the operating agreement of Hugh Harris Construction, LLC.

ARTICLE VI

The latest date on which Hugh Harris Construction, LLC is to be dissolved is perpetual.

ARTICLES VII **PURPOSE**

The purposes for which Hugh Harris Construction, LLC is organized is to transact any and all lawful business for which limited liability companies may be organized under the Act and to exercise any and all powers that limited liability companies may now or hereafter exercise under the Act.

ARTICLE VIII **INDEMNIFICATION OF MEMBERS**

To the fullest extent permitted by, and in accordance with the provisions of KRS Chapter 275, as the same exists or may hereafter be amended, and in addition to the immunity provided in KRS Chapter 275, Hugh Harris Construction, LLC shall indemnify each member of Hugh Harris Construction, LLC against expenses (including attorney's fees), judgments, taxes, penalties, fines (including any tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively designated "Liability"), incurred by such member in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such member is, or is threatened to be made a party because such member is or was a member of Hugh Harris Construction, LLC, or is or was serving at the request of Hugh Harris Construction, LLC, as a member, employee, or agent of another domestic or foreign limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to any employee benefit plan. To the fullest extent authorized or permitted by, and in accordance with the provisions of KRS Chapter 275, Hugh Harris Construction, LLC, shall pay or reimburse expenses (including attorney's fees) incurred by a member who is a party to a proceeding in advance of final disposition of such proceeding.

The indemnification against liability and advancement of expenses provided by, or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any law, agreement, action of members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding

such office at Hugh Harris Construction, LLC, and shall inure to the benefit of the heirs, executors, and administrators or such person.

Hugh Harris Construction, LLC may purchase and maintain insurance on behalf of an individual who is or was a member of Hugh Harris Construction, LLC, or who, while a member of Hugh Harris Construction, LLC is or was serving at the request of Hugh Harris Construction, LLC, as a member, partner, officer, director, trustee, employee or agent of another foreign or domestic limited liability company, domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by such member in that capacity or arising from his status as a member whether or not Hugh Harris Construction, LLC would have power to indemnify such member against the same liability under the provisions of this Article VIII or KRS Chapter 275.

Any repeal or modification of this Article VIII by Hugh Harris Construction, LLC, shall not adversely affect any right or protection of a member of Hugh Harris Construction, LLC, under this Article VIII with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX

ELIMINATION OF CERTAIN LIABILITIES OF MEMBERS

Except as otherwise provided by Kentucky law, no member, manager, agent or employee of Hugh Harris Construction, LLC, shall be personally liable for the debts, obligation or other liabilities of Hugh Harris Construction, LLC, whether rising in contract, tort or otherwise, of for the acts or omissions of any other member, manager, agent, or employee of Hugh Harris Construction, LLC.

ARTICLE X

DISSOLUTION

If a member wishes to sell his interest in Hugh Harris Construction, LLC he shall first offer to sell same to the other members upon such terms and conditions as the offering member may determine, and the other members shall have the right to purchase the offered interest in the same proportion as each purchasing member's existing interest shall bear to the total interest and it shall be the right of the other members to purchase, pro rata, all of the offered interest before same is offered for sale, at the offered terms, to the general public. If the terms and conditions of the offer are not accepted by any member or members within thirty (30) days after the date of offering or should there be any interest remaining unsold within thirty (30) days from the date of the offering, then the offering member may submit such interest of sale to the general public on the same terms offered to the members. If there remains unpurchased after said public offering any interest of the offering member, then the offering member may offer his interest to the other members pro rata upon such new terms and conditions as the offering member may determine and each member shall then have the right to purchase the offered interest, pro rata, and should there be any interest remaining unpurchased after thirty (30) days the offering member may again offer same to the general public at said new terms and conditions. If the offered interest should not then be sold the offering member may continue to alter the terms and conditions of sale of the unsold interest giving the first rights of purchase to the other members, pro rata, then to the general public until all of the offered interest is

either sold or the offer is withdrawn. A member's interest may pass by will, descent and distribution or by applicable law to the heirs or devisees of a member and such heir or devisees of a member may have and hold such interest as provided by law, but should heirs or devisees attempt to sell said interest then this provision shall be complied with.

ARTICLE XI
SEVERABILITY OF PROVISION

If any provision of these Articles of Organization or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of these Articles of Organization that can be given affect without invalid provision or application, and to this end the provisions of the Articles or Organization are severable.

IN TESTIMONY WHEREOF witness the signature of the organizer and initial member of Hugh Harris Construction, LLC at the date set opposite each organizer's name.



HUGH HARRIS 8-5-13
Date

CONSENT OF INITIAL AGENT FOR SERVICE OF PROCESS

I, Hugh Harris, having a principal place of business at 711 Beech Grove Road, Lebanon Junction, KY 40051, hereby agree and consent to serve as registered office and agent for service of process of Hugh Harris Construction, LLC.



HUGH HARRIS 8-5-13
Date

COMMONWEALTH OF KENTUCKY

COUNTY OF

Bullitt

day of

The foregoing instrument was subscribed, sworn to and acknowledged before me this August, 2013 by Hugh Harris, to be their true act and deed.

My Commission expires:

9/25/13 #405592

NOTARY PUBLIC, STATE AT LARGE, KY

THESE ARTICLES OR ORGANIZATION OF

SHOLAR & ASSOCIATES

WALTER A. SHOLAR

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KRS 275

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