

1181522.06 dwilliams
LAOO
Michael G. Adams
Kentucky Secretary of State
Received and Filed:
12/15/2021 5:24 AM
Fee Receipt: \$40.00

**ARTICLES OF ORGANIZATION
OF
HEARTLAND SOFTWASH, LLC**

SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS

The undersigned Organizer desires to form a limited liability company under the Laws of the Commonwealth of Kentucky by delivering these Articles of Organization in duplicate to the Secretary of State of the Commonwealth of Kentucky, in accordance with Kentucky Limited Liability Company Act (the *Act*).

SECTION 2 NAME

The name of the limited liability company is Heartland Softwash, LLC, a Kentucky limited liability company (*Company*).

SECTION 3 DURATION

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the Commonwealth of Kentucky, unless dissolved according to law.

SECTION 4 COMPANY'S PURPOSE

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

SECTION 5 COMPANY'S PRINCIPAL OFFICE AND LOCATION OF RECORDS

The street address of the principal office in the United States where the Company maintains its records is 305 Estate Drive, Elizabethtown, Kentucky 42701.

SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE

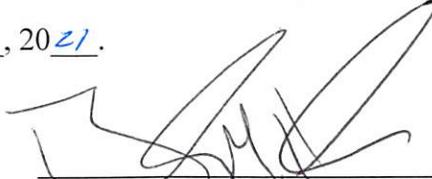
The Company's initial Registered Agent is Brandon Harlow, and the Company's initial registered office is located at 305 Estate Drive, Elizabethtown, Kentucky 42701.

SECTION 7 REGISTERED AGENT CONSENT

I, Brandon M. Harlow, a natural person and resident of Kentucky, accept the appointment as Registered Agent of Heartland Softwash, LLC, a Kentucky limited liability company. I understand that my responsibilities as Registered Agent are to receive service of process, notices, and

demands; to forward mail; and to notify the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: December 10, 2021.



Brandon M. Harlow, Registered Agent

SECTION 8 ADDITIONAL MEMBERS

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

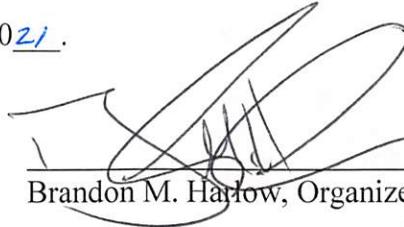
SECTION 9 OPERATING AGREEMENT AND AUTHORITY

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Member, and the rights and obligations of its Member must be set forth in the Operating Agreement adopted by the initial Member of the Company. This Operating Agreement may be amended from time to time according to its provisions.

SECTION 10 MANAGEMENT

Management of the Company is reserved to the Member, who will manage the Company. The Member has exclusive authority to act for the Company in all matters. The authorities and duties of the Member are set forth in the Operating Agreement.

Signed on: December 10, 2021.



Brandon M. Harlow, Organizer

**OPERATING AGREEMENT
OF
HEARTLAND SOFTWASH, LLC**

This Operating Agreement (*Agreement*) of Heartland Softwash, LLC, a Kentucky limited liability company (*Company*), is made by Brandon M. Harlow, as Member to provide for the governance and operations of the Company. The Member shall serve as the sole Member of the Company. This Agreement is effective on December 10, 2021, and will apply to any Additional Member admitted in accordance with its terms.

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Kentucky Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires an Interest and is admitted as a Member.

(c) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(d) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(e) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Kentucky Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(f) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by the Member. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by the Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution

previously made by any prior Member regarding that Member's Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(g) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Member's intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(h) Company

Company means Heartland Softwash, LLC, a Kentucky limited liability company.

(i) Fair Market Value

Fair Market Value is defined in Section 9.07.

(j) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(k) Interest

Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member will acquire any interest in any of the assets of the Company.

(l) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement. The initial Member under this Agreement is Brandon M. Harlow.

(m) Protected Person

Protected Person means:

- the Member;
- the Member's employees or agents; and
- each of the Company's employees, and agents.

(n) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(o) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Member. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(p) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;

with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or

constitutes fraud or willful misconduct.

Section 1.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

ARTICLE TWO ORGANIZATIONAL MATTERS

Section 2.01 Company Formation

The Company became a limited liability company under the laws of the Commonwealth of Kentucky, and specifically under the Kentucky Limited Liability Company Act, upon filing the Articles of Organization as required by the Kentucky Limited Liability Company Act.

Section 2.02 Company's Name

The Company's name is Heartland Softwash, LLC. The Member may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 2.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 2.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 305 Estate Drive, Elizabethtown, Kentucky 42701.

Section 2.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Brandon M. Harlow, and the Company's initial registered office is located at 305 Estate Drive, Elizabethtown, Kentucky 42701

Section 2.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Kentucky Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

Section 2.07 Taxation as an S Corporation

The Member shall elect to have the Company treated as a small business corporation for federal, state, and local income tax purposes under Code Section 1362(a) by filing Internal Revenue Service Form 2553 and any other applicable tax form or document required by the Code or applicable Treasury Regulations.

Section 2.08 Preservation of S Corporation Election

The Company and the Member shall take all necessary action to preserve the Company's Subchapter S election under the Code. If the Company's Subchapter S election would be terminated unintentionally because it fails to qualify as a *small business corporation* (as defined in the Code) for any reason, then the Company shall take the steps necessary to restore the Company's status as an S Corporation.

Section 2.09 Allocating Profit and Loss

The Company shall allocate all net profits and losses for each calendar year of the Company to the Member *pro rata* in accordance with the Member's respective Interest during the period the profits and losses accrue. For purposes of this Section, *profits and losses* include every item of income, deduction, depreciation, gain, loss, and credit for the calendar year.

Section 2.10 Member's Capital Contributions

The Member has made a Capital Contribution to the Company in exchange for an interest in the Company. The Member is the sole Member of the Company and owns all of the Interest in the Company. The Member may make voluntary Capital Contributions to the Company.

Section 2.11 Transferability of Interests

The Member may voluntarily transfer its Interest. The transferee of a voluntary transfer of Interest permitted by this Section will be admitted as an Additional Member and will not have any rights as a Member without the written consent of the Member in connection with the voluntary transfer of the Member's Interest.

Section 2.12 Mandatory Additional Capital Contributions Prohibited

The Company has no authority to require additional Capital Contributions.

ARTICLE THREE DISTRIBUTIONS

Section 3.01 Distributions to Member

The Member may cause the Company to make distributions to the Member when the Member determines. These distributions must comply with Section 3.02.

Section 3.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

ARTICLE FOUR COMPANY MANAGEMENT

Section 4.01 Management by Member

The Company is managed by the Member. The Member may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Member has the exclusive authority to manage the Company's operations and affairs, subject in all cases to Applicable Law.

Section 4.02 Member's Agency Authority

The Member has the right and the authority to bind the Company in contracts and other dealings with Third Parties.

Section 4.03 Member's Fiduciary Duties

This Agreement does not create or impose any fiduciary duty on any Member. The Member and the Company waive all fiduciary duties that, absent this waiver, may be implied by Applicable Law. The provisions of this Agreement that restrict the Member's duties and liabilities replace any duties and liabilities otherwise existing at law or in equity.

ARTICLE FIVE MEMBER RIGHTS AND OBLIGATIONS

Section 5.01 Limited Liability of Member

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company whether arising in contract, tort, or otherwise.

Section 5.02 Power of Member

The Member has the power to exercise all rights or powers granted to the Member under the express terms of this Agreement and the Act.

Section 5.03 Restrictions on Withdrawal or Dissociation Rights

A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

Section 5.04 Company Continues after the Member's Death

A Member's death will not cause the Company to dissolve. Upon the death of the member (or last surviving member in a multi-member LLC), the member's estate is admitted to membership in the LLC on the member's date of death with both economic rights and full management authority.

ARTICLE SIX BOOKS, RECORDS, AND BANK ACCOUNTS

Section 6.01 Books and Records

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines.

Section 6.02 Accounting and Taxable Year

The Company's Taxable Year is the calendar year. The Company will determine the Company's accounting method and the Company will file tax returns using that accounting method. The Company may adjust the Company's accounting methodology without providing prior notice to the Member in order to comply with the Code then in effect. The Member is responsible for all accounting matters of the Company.

ARTICLE SEVEN DISSOLUTION AND LIQUIDATION

Section 7.01 Dissolution Events

The Company may only be dissolved by the Member or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 7.02 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Member.

Section 7.03 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Member will be satisfied only to the extent that the Company has adequate assets.

ARTICLE EIGHT EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

Section 8.02 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or the Member in connection with the Company's business.

Section 8.03 Unprotected Acts

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act.

Section 8.04 Other Rights

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

ARTICLE NINE GENERAL MATTERS

Section 9.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 9.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Member and to its respective successors, personal representatives, heirs, and assigns.

Section 9.03 Governing Law

This Agreement is governed, construed, and administered according to the laws of Kentucky, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the Commonwealth of Kentucky.

Section 9.04 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Section 9.05 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by the Member.

Section 9.06 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that the Member certifies to be a true copy to the same effect as if it were an original.

Section 9.07 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Company based on factors the Company, in its reasonable business judgment, considers relevant.

Signed:

MEMBER:



Brandon M. Harlow