

Articles of Organization  
For  
HWY 51 MOTORS LLC

The undersigned member(s) hereby form a Limited Liability Company under the Kentucky Limited Liability Company Act and adopt and certify as the Articles of Organization of such Limited Liability Company the following :

I. Formation

- a. Name: The member(s) as described in these Articles of Organization hereby form "HWY 51 MOTORS LLC"
- b. Term: The Member(s) of this Company agree that this company shall continue perpetually until the company is dissolved by its member(s) or a clause in this agreement causes it to dissolve itself.
- c. Purpose: To establish business as a used automobile dealership.

II. Principal Office

This company chooses to have its principal place of business to be located at

500 US Highway 51 North  
Bardwell, KY 42023

The company may, at agreement of its current Member(s), add additional places of business as allowable by these Articles of Organization

III. Registered Agent

The Company elects Arthur Allan Ferguson JR as its registered agent. His principal office is located at

Arthur Allan Ferguson JR  
500 US Highway 51 North  
Bardwell, KY 42023

It is accepted that the registered agent is authorized to accept legal documents that are to be delivered to the Company; that he will be authorized to perform any service to the Company that is allowable by the laws governing the Commonwealth of Kentucky in accordance with its subchapter(s) regarding

ng Limited Liability companies.

#### IV. OWNERSHIP:

- a. Additional members may be submitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company. Ownership interest may be transferred only upon the prior approval of all members.
- b. Termination: This business and association shall terminate and dissolve upon the death, retirement, resignation, expulsion, or bankruptcy of any member. The right of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminated the continued membership of a member in the limited liability company is as permitted by statute and as follows: The remaining members of the Company may continue the business upon the termination of membership of a member on the Company upon unanimous agreement and as provided in the Operating Agreement of the Company.

#### V. Management

- a. The Company will be managed by its Member(s); however it may at some point in the future become managed by an employed manager at which point it will immediately convert into a Manager-Managed Company.
- b. In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or on account of enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

IN WITNESS WHEREOF, the Articles of Organization are executed under penalties of perjury by all of the members of the Limited Liability Company effective as of this 1st day of January, 2012:

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Arthur Allan Ferguson JR.  
Registered Agent and Member

Subscribed To and Sworn Before Me on this 1st day of January, 2012

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Louis Polach, Notary  
My Commission Expires: July 1, 2014