

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
TRI-COUNTY'S KNOX FORD, LLC**

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Michael G. Adams
Kentucky Secretary of State
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The undersigned sole member, desiring to amend and restate the Articles of Organization of Tri-County's Knox Ford, LLC, a Kentucky limited liability company established on January 19, 1999 under the Kentucky Limited Liability Company Act, hereby states the following:

1. **NAME.** The name of the limited liability company is Tri-County's Knox Ford, LLC.

2. **REGISTERED AGENT.** The name and address of the registered agent are:

Gary Haupt
P.O. Box 425
4032 Commerce Parkway
Buckner, Kentucky 40010

3. **PRINCIPAL OFFICE.** The address of the principal office of the limited liability company is:

P.O. Box 425
4032 Commerce Parkway
Buckner, Kentucky 40010

4. **MANAGEMENT.** The limited liability company is to be managed by its member.

5. **INDEMNIFICATION.**

5.1 To the greatest extent not inconsistent with the laws and public policies of Indiana, the Company shall indemnify any Member and Organizer (any such Member or Organizer, who is a person, and any responsible officers, partners, shareholders, directors, or managers of such Member or Organizer which is an entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a Member or Organizer as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by a Member or Organizer in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a

determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Member or Organizer who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Member or Organizer for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Member or Organizer is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

5.2 The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Member or Organizer.

5.3 Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct, or recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

5.4 A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

(i) By the Members by a majority vote consisting of Members not at the time parties to the proceeding; or

(ii) By special legal counsel selected by the Members in the manner prescribed in subparagraph (d)(i) above.

5.5 A Member or Organizer of the Company who is party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which the Member or Organizer is wholly successful, on the merits or otherwise, the Member or Organizer is entitled to indemnification under this Article, in which case the court shall order the Company to

pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (c) of this Article.

5.6 Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

5.7 Nothing contained in this Article shall limit or preclude the exercise, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Member or Organizer of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Members or Organizers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

5.8 For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursement or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

IN WITNESS WHEREOF, the undersigned has duly executed these Amended and Restated Articles of Organization this 28th day of October, 2024.

"MEMBER"

TRI-COUNTY AUTO GROUP, INC.,
a Kentucky corporation

By: 
Gary Haupt, Authorized Representative

CONSENT OF REGISTERED AGENT

The undersigned, having been named in these Articles of Organization as the registered agent of the limited liability company, hereby consents to serve in that capacity.


GARY HAUPT