

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

LAOO
1433245.06
Michael G. Adams
Secretary of State
Received and Filed
2/26/2025 12:00:00 AM
Fee receipt: \$40

Michael G. Adams
Secretary of State
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Frankfort, KY 40602-0718
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<http://www.sos.ky.gov>

Articles of Organization
Limited Liability Company

KLC

Pursuant to KRS 14A and KRS 275, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the limited liability company is

BRICKEYS STONE LLC

Article II: The name of the initial registered agent is

A. Anthony Davis

and the street address of the entity's initial registered office in Kentucky is

2536 Adam's St, Paducah, KY 42003

Article III: The mailing address of the entity's principal office is

2536 Adams St, Paducah, KY 42003

Article IV: This entity is managed by **Members**.

Article V: Additional articles not inconsistent with law may be stated in the space below.

****LIMITED LIABILITY COMPANY OPERATING AGREEMENT****
****OF****
****BRICKEYS STONE LLC****

This ****Limited Liability Company Operating Agreement**** ("Agreement") is made and entered into as of ****[Effective Date]****, by and among the following individuals, collectively referred to as the "Members":

- ****Thomas Clark****
- ****April Brickey-Clark****
- ****A. Anthony Davis****

who hereby agree to form a ****Kentucky Limited Liability Company**** (the "Company") under the laws of the State of Kentucky pursuant to the Kentucky Limited Liability Company Act (the "Act") and agree as follows:

**ARTICLE 1 - FORMATION**

**1.1 Name**

The name of the Company shall be ****Brickeys Stone LLC****, or such other name as the Members may designate.

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**1.2 Formation and Registered Office**

The Company shall be formed by filing Articles of Organization with the Kentucky State. The registered office and registered agent shall be located in Kentucky, with the initial registered agent being ****[Registered Agent Name]**** at ****[Registered Office Address]****, or as may be changed from time to time.

**1.3 Business Purpose**

The Company is organized to engage in ****insurance claims management**** in ****Kentucky, Missouri, and Tennessee****, and may engage in any other lawful business activities as determined by the Members.

**1.4 Term**

The term of the Company shall commence upon the filing of its Articles of Organization and shall continue perpetually unless dissolved pursuant to this Agreement or the Act.

**ARTICLE 2 - MANAGEMENT AND OPERATIONS**

**2.1 Member-Managed**

The Company shall be ****member-managed****. Each Member shall have equal rights in the management and conduct of the Company's business unless otherwise agreed.

**2.2 Authority of Members**

Each Member has the authority to make decisions, enter contracts, and take actions on behalf of the Company in the ordinary course of business, subject to majority approval for significant business decisions.

**2.3 Meetings and Voting**

- Decisions of the Members shall be made by majority vote.
- Regular meetings may be held as needed, and special meetings may be called by any Member.

**ARTICLE 3 - CAPITAL CONTRIBUTIONS AND PROFITS**

**3.1 Initial Contributions**

Each Member shall contribute an initial capital amount of ****\$10,000****, as follows:

- ****Thomas Clark:** \$10,000**
- ****April Brickey-Clark:** \$10,000**
- ****A. Anthony Davis:** \$10,000**

**3.2 Allocation of Profits and Losses**

Profits and losses shall be allocated in proportion to each Member's capital contributions unless otherwise agreed in writing.

**ARTICLE 4 - MEMBERSHIP CHANGES**

**4.1 Admission of New Members**

A new Member may be admitted upon unanimous consent of the existing Members and the execution of an agreement to be bound by this Agreement.

**4.2 Withdrawal or Death of a Member**

- A Member may withdraw upon giving **[number] days** written notice.
- In the event of death, the deceased Member's interest shall be transferred pursuant to the terms of their estate plan or by agreement among the surviving Members.

**ARTICLE 5 - LIABILITY AND INDEMNIFICATION**

**5.1 Limited Liability**

No Member shall be personally liable for the debts, obligations, or liabilities of the Company.

**5.2 Indemnification**

The Company shall indemnify its Members to the fullest extent permitted by law for any liabilities incurred in good faith on behalf of the Company.

**ARTICLE 6 - DISSOLUTION**

**6.1 Events Causing Dissolution**

The Company shall be dissolved upon:

1. A unanimous decision of the Members,
2. The sale of all Company assets, or
3. Any event making it unlawful to continue business.

**6.2 Winding Up**

Upon dissolution, the assets of the Company shall be distributed first to creditors, then to Members in accordance with their capital accounts.

**ARTICLE 7 - MISCELLANEOUS**

**7.1 Governing Law**

This Agreement shall be governed by the laws of the State of Kentucky.

**7.2 Amendments**

Any amendment to this Agreement must be in writing and approved by all Members.

**7.3 Entire Agreement**

This Agreement constitutes the entire agreement among the Members.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first written.

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This filing will be effective on **Wednesday, February 26, 2025.**

LA00

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We declare under penalty of perjury under the laws of the State of Kentucky that the foregoing is true and correct.

Signature of individual signing on behalf of **Organizer: April Brickey-Clark**

Signature of individual signing on behalf of **Organizer: A. Anthony Davis**

Signature of individual signing on behalf of **Organizer: Thomas Brickey**

I, **A. Anthony Davis**, consent to serve as the Registered Agent on behalf of this entity on Wednesday, February 26, 2025.

