

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

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Michael G. Adams
Secretary of State
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2/18/2025 12:00:00 AM
Fee receipt: \$40

Michael G. Adams
Secretary of State
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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

KINGLESTER LLC

Article II: The name of the initial registered agent is

David Roberts

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

212 N. 2nd Street, STE 100, Richmond, KY 40475

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

2081 Harrodsburg Road #1179, Lexington, KY 40504

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

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

Operating Agreement of Kinglester LLC

Article 1: Ownership & Management

1.1 Sole Ownership & Control • Kinglester LLC is 100% owned and managed by Will Snyder. • As long as Will Snyder retains majority ownership, either directly or through a trust, he has full control over all business operations and decisions.

1.2 Future Ownership Changes • If additional members, partners, or investors are brought in, ownership percentages and decision-making authority will be determined in a separate agreement. • Even if the company is transferred to a trust, Will Snyder retains full control and decision-making authority as long as he is the trustee or beneficiary.

Article 2: Profit Sharing & Royalties

2.1 Profit Distribution While Majority Owner • While Will Snyder is the majority owner, either directly or through a trust, all profits remain within the company and are distributed at his discretion.

2.2 Royalties Upon Sale of Ownership • If Will Snyder sells his majority ownership (fully or partially below 50%), either directly or through a trust, he shall receive royalties on all sales involving his proprietary designs, intellectual property, or branded assets associated with Kinglester LLC. • The royalty percentage will be negotiated at the time of sale, reflecting the then-current value of the intellectual property. • If the company is sold while in a trust, the trust shall be dissolved, and Will Snyder shall receive royalties as outlined in the Royalty Agreement.

2.3 Equity Retention Option • If Will Snyder sells 100% ownership, either directly or through a

trust, he may retain a minority equity stake, entitling him to ongoing profit
agreed-upon percentage. • The equity retention option shall be negotiated
separate agreement at the time of sale.

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Article 3: Business Contributions & Investments

3.1 Capital Contributions & Investors • Kinglester LLC may accept capital
investments will be documented in a separate agreement, outlining ownership rights, return
conditions, and profit-sharing terms. • Contributions shall not automatically entitle an investor
or partner to a management role unless explicitly agreed upon in writing.

3.2 Loans & Financing • The company may secure financing or loans as needed. • Any debts
shall remain separate from personal financial obligations of the owner(s).

Article 4: Dissolution & Asset Distribution

4.1 Dissolution Process • If the company dissolves, outstanding debts will be paid before any
remaining assets are distributed. • Assets shall be divided among owners based on ownership
percentages at the time of dissolution.

4.2 Intellectual Property Rights Post-Dissolution • If Kinglester LLC ceases operations, all
proprietary designs, trademarks, creative assets, digital assets including but not limited to
domain names, social media accounts, and any digital content associated with the brand
originally created by Will Snyder shall revert fully to him unless transferred under a separate
agreement. • If the company is sold, Will Snyder retains a negotiated percentage of ongoing
company profits and royalties on sales involving his proprietary designs or branding elements.

Article 5: Confidentiality & Intellectual Property

5.1 Confidentiality Obligations • All employees, contractors, and business partners must sign
Confidentiality Agreements (NDAs) to protect: • Business strategies • Financial data • Customer
lists • Trade secrets • Intellectual property • Confidentiality obligations remain in effect
indefinitely unless otherwise specified by law or mutual agreement. • Unauthorized disclosure
may result in legal action.

5.2 Intellectual Property Ownership • While Kinglester LLC is operational, all proprietary
designs, trademarks, and branding belong to the company. • All work produced by employees,
contractors, or freelancers for Kinglester LLC automatically assigns intellectual property rights
to the company unless a separate agreement specifies otherwise. • If designs or content are
purchased from external artists, ownership transfers to Kinglester LLC upon payment, subject
to any agreed terms. • Any future intellectual property developed by Will Snyder shall be
deemed his property unless explicitly assigned to the company through a written agreement. •
If the company is sold, Will Snyder retains royalty rights (per Article 2.2).

Article 6: Independent Contractors & Business Policies

6.1 Independent Contractors & Job-Based Hiring • Kinglester LLC may hire independent
contractors on a job-by-job basis. • Contractors are responsible for their own taxes and are not
employees of Kinglester LLC. • Hiring a contractor does not establish an employer-employee
relationship, and they are responsible for their own expenses, equipment, and liabilities.

6.2 Future Payment Structure Adjustments • The company reserves the right to evolve its
payment structure, including but not limited to: • Salary-based compensation • Hourly wage
compensation • Commission-based models • Changes to payment structures apply to new hires
or new contracts only and not retroactively to existing agreements unless mutually agreed
upon in writing.

Article 7: Meeting Minutes & Business Strategy

7.1 Meeting Documentation • Kinglester LLC shall document meetings in a physical journal,
recording: • Date & time • Duration • Final resolutions • Regular meetings will be scheduled for
the first Thursday of each month, where decisions, strategies, and financial reviews will be
documented. • If needed, entries may be converted to PDF via photo or transcription.

7.2 Core Topics of Meetings • Meetings will focus on, but are not limited to: • Productivity •
Finances • Brainstorming for growth • Strategic goals • This structure allows flexibility for
addressing other important issues as needed.

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Article 8: Dispute Resolution

8.1 Internal Dispute Handling • Disputes between owners, partners, or employees shall be resolved through mediation or arbitration before legal action.

8.2 Legal Action • If mediation fails, legal proceedings will take place in the county where the primary business operations are located at the time of the dispute.

Addition for Handling Disputes with Contractors/Freelancers:

* Disputes with independent contractors or freelancers shall be resolved through negotiation first. If unresolved, mediation or arbitration will be pursued before legal action, with the jurisdiction being where the primary business operations are located at the time of dispute.

Article 9: General Provisions

9.1 Severability • If any provision in this Operating Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. • Amendments to this Operating Agreement must be in writing and signed by all parties (currently Will Snyder as the sole member) to be enforceable.

Additional Provisions:**Indemnification:**

* Kinglester LLC shall indemnify Will Snyder, its sole member, against liabilities, losses, or expenses incurred in connection with company business, except in cases of willful misconduct or gross negligence.

Non-Compete & Non-Solicitation:

* Employees, contractors, or anyone with access to proprietary information agree not to engage in competitive business activities or solicit Kinglester LLC's clients, employees, or contractors for a period of two years post-termination of their relationship with the company.

Acknowledgment & Execution

This Operating Agreement is agreed upon and executed by:

Owner & Sole Member: Will Snyder

Date: 02/18/2025

This filing will be effective on **Tuesday, February 18, 2025.**

I 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: William L. Snyder**

I, **David Roberts**, consent to sign for **David Roberts** who serves as the Registered Agent on behalf of this entity on Tuesday, February 18, 2025.