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LAOOMichael G. Adams
Kentucky Secretary of State
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**ARTICLES OF ORGANIZATION
OF
LEE'S AUTOBODY REFINISHING, LLC
A Limited Liability Company**

The undersigned designed as the initial registered agent for the limited liability company organized and pursuant to and under Kentucky Revised Statutes Chapter 275, herein "the Act" adopts the following Articles of Organization for such limited liability company.

ARTICLE I

The name of the Limited Liability Company is **LEE'S AUTOBODY REFINISHING, LLC**.

ARTICLE II

The street address of the initial registered office and the name of the initial registered agent at the office of Lee's Autobody Refinishing, LLC, is as follows:

Initial Registered Office: 584 Harcourt Road
Glendale, KY 42740

Initial Registered Agent: Seth Lee

ARTICLE III

The mailing address of the initial principal office of Lee's Autobody Refinishing, LLC is: 584 Harcourt Road, Glendale, KY 42740.

ARTICLE IV

Lee's Autobody Refinishing, LLC is to be managed by its members as described in the Company Operating Agreement and is for the purpose of an engaging in the business of building homes.

ARTICLE V

The following are members of LEE'S AUTOBODY REFINISHING, LLC:

Seth Lee

ARTICLE VI

The duration of Lee's Autobody Refinishing, LLC shall continue until dissolved by unanimous vote of its members; by operation of law; or by Judicial Decree. In the case of the death, withdrawal, resignation, bankruptcy, or dissolution of a member or any event that

terminates the continued membership of the members of this LLC, this LLC shall continue with the remaining members constituting the membership of the LLC. The economic interest of the deceased or otherwise terminated member shall inure to that members heirs, successors, legatees, beneficiaries, or other person(s) entitled to said members economic interest as their respective interests may appear subject to the terms and condition of the written operating agreement, if any, which terms and conditions shall control.

ARTICLE VII

The purpose for which Lee's Autobody Refinishing, LLC is organized is to transact any and all business for which limited liability companies may be organized under the Act and to exercise any and all powers that limited liability companies may now or hereafter exercise under the Act.

ARTICLE VIII

To the fullest extent permitted by, and in accordance with the provision of KRS Chapter 275, as the same is or may hereafter be amended, Lee's Autobody Refinishing, LLC shall indemnify each member of Lee's Autobody Refinishing, LLC against expenses (including attorney's fees, judgments, taxes, penalties, fines (including any excise tax assessed with respect to any employee benefit plan and amounts paid in settlement (collectively "Liability"), incurred by such member in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigation (to which such members is, or is threatened to be made, a party because such member is or was a member of Lee's Autobody Refinishing, LLC or is or was serving at the request of Lee's Autobody Refinishing, LLC as a member, employee or agent of another domestic or foreign limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. To the fullest extent authorized or permitted by, and in accordance with the provision of KRS Chapter 275, Lee's Autobody Refinishing, LLC shall pay or reimburse expenses (including attorney's fees) incurred by a member who is party to a proceeding in advance of final disposition of such proceedings.

The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of members, or otherwise, both as to action in his official capacity and as to action in another capacity which holding such office at Lee's Autobody Refinishing, LLC shall continue as to a person who has ceased to be a member, employee, or agent of Lee's Autobody Refinishing, LLC, and shall inure to the benefit of the heirs, executors, and administrations of such person.

Lee's Autobody Refinishing, LLC may purchase and maintain insurance on behalf of an individual who is or was a member of Lee's Autobody Refinishing, LLC, or who while a member of Lee's Autobody Refinishing, LLC is or was serving at the request of Lee's Autobody Refinishing, LLC, as a member, partner, officer, director, trustee, employee or

agent of another foreign or domestic limited liability company, domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by such member in that capacity from his status as a member whether or not Lee's Autobody Refinishing, LLC would have power to indemnify such member against the same Liability under the provisions of this Article VIII or KRS 275.

Any repeal or modification of this Article VIII by Lee's Autobody Refinishing, LLC, shall not adversely affect any right or protection of a member of Lee's Autobody Refinishing, LLC under this Article VIII with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX

A member of Lee's Autobody Refinishing, LLC shall not be personally liable to Lee's Autobody Refinishing, LLC or its members for monetary damages for breach of such member's duties as a member, provided that this provision shall not eliminate or limit the liability of a member for the following: (1) for any transaction in which the members personal financial interest is in conflict with the financial interest of Lee's Autobody Refinishing, LLC or its members; (2) for acts of omissions not in good faith or which involve faith or which involve intentional misconduct or are known to the member to be a violation of law; (3) for any transaction from which the member received improper personal benefits. This Article IX shall continue to be applicable with respect to any such breach of duties by a member of Lee's Autobody Refinishing, LLC as a member notwithstanding that such member thereafter ceases to be member and shall inure to the personal benefit of his/her heirs, executors, and/or administrators.

ARTICLE X

If any provision of these Articles or Organization or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provision or applications of these Articles of Organization that can be given affect without the invalid provision or application, and to the end provisions of these Articles of Organization are severable.

IN TESTIMONY WHEREOF, witness the signature of the Initial Registered Agent and Organizer of Lee's Autobody Refinishing, LLC this 29 day of September, 2023.

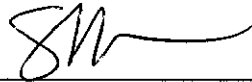


Seth Lee
Organizer and Initial Registered Agent

LEE'S AUTOBODY REFINISHING, LLC

CONSENT OF REGISTERED AGENT

Comes the undersigned, Seth Lee, a member of the aforementioned LLC, and hereby certifies that he has and does consent to serve as the initial registered agent, whose address is 584 Harcourt Road, Glendale, KY 42740, which address is the same as the initial registered office of Lee's Autobody Refinishing, LLC, this 29 day of September, 2023.

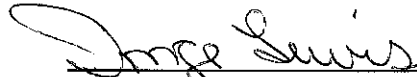


Seth Lee

STATE OF KENTUCKY
COUNTY OF HARDIN

Before me, a Notary Public in and for the State and County aforesaid, the said Seth Lee, did subscribe and swear to the above document to be his free act deed on this the 29th day of September, 2023.

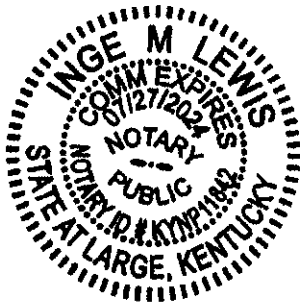
My Commission Expires: 7-27-24.



NOTARY PUBLIC,

KY. STATE AT LARGE

NOTARY I.D. # KNP11842



**OPERATING AGREEMENT
OF
LEE'S AUTOBODY REFINISHING, LLC
A KENTUCKY LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, as members of the Company do hereby enter into this Operating Agreement for the above-named Limited Liability Company, hereinafter referred to as the "Company."

**I
CONTRACT**

This Operating Agreement is a contract between its parties and is enforceable by the Company against any member who violates its terms. All members, past, present and future must sign this Operating Agreement as a condition of membership.

**II
OFFICE**

The Principal office of the Company is located at 584 Harcourt Road, Glendale, KY 42740.

The Company may have such other offices, either within or without the state as the members may designate or as the business of the Company may require. The registered office of the Company required by the laws of the State of Kentucky to be maintained in the state may be, but need not be, identical with the principal office, and may be changed from time to time by the members.

**III
PURPOSE**

The purpose for this the Company is organized is the conduct of all lawful business purposes except that of banking or insurance.

**IV
DURATION OF THE COMPANY**

The Company shall commence immediately, upon the signing of this Operating Agreement, and shall continue pursuant to the term specified in the documents filed with the state unless terminated sooner by the operation of law or by agreement among the members.

**V
CAPITAL CONTRIBUTIONS**

The undersigned members agree to share in all post-formation capital contributions, profits, and surplus of the company according to the percentage of their membership. Each member owns an undivided interest in the business and Company as follows:

<u>Member</u>	<u>Percentage Membership</u>
Seth Lee 584 Harcourt Road Glendale, KY 42740	100% interest

**VI
ADDITIONAL CAPITAL CONTRIBUTIONS**

The members may contribute in proportionate amounts any additional capital deemed necessary of the operation of the Company, provided, however, that in the event that any member deems it advisable to refuse or fails to contribute such member's share of any or all of the additional capital, then the other members or any one of them, may contribute the additional capital not paid in by such refusing member and shall receive therefore, an increase in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member

shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in paragraphs XV and XVI.

VII DIVISION OF PROFITS AND LOSSES

Each of the members shall own an interest in the Company as set forth in paragraph V, entitled "Capital Contributions", except as the same may hereafter vary or change as provided in paragraph VI, entitled "Additional Capital Contributions." All profits of the company enterprise shall be shared by each of said members according to the percentage of interest each member owns. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the Company. If the capital account of the member becomes impaired, his share of subsequent Company profits shall be first credited to his capital account until that account has been restored.

VIII RIGHTS AND DUTIES OF THE PARTIES

The entity is to be member managed. Company decisions and actions shall be decided by a majority in the interest of its members, at meetings regularly called with notice to all members. For purposes of determining a "majority in interest," a member's interest will be such member's interest in profits and losses as set forth in paragraphs V and VI, and a majority will mean more than fifty percent (50%).

IX COSTS AND EXPENSES

Except as herein provided no member shall be separated compensated on a salaried basis for service performed in carrying out the operation of the Company. No salaries or individual compensation shall be otherwise payable, without the consent of the Company, for

the normal management, although the Company may from time to time employ one or more managers or other representatives at a designated salary.

X MANAGEMENT DUTIES AND RESTRICTIONS

No member shall, without the consent of the other members, endorse any note of act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

XI BANKING

All fund of the Company shall be deposited in its name in such checking account or accounts and shall be designated by the members. All withdrawals therefrom are to be made upon checks which must be signed by the person designated by the members.

XII BOOKS

The Company books shall be maintained at the Company offices, to be retained by the entity, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. Each of the parties to

this Operating Agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into said book. The Company will furnish annual financial statements to the members, and prepare tax returns in a timely manner.

XIII INSURANCE

The Company shall carry liability insurance in such amounts as are deemed appropriate by the members.

XIV VOLUNTARY TERMINATION

If the Company is dissolved, the members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations;
- B. To pay debts owing to members other than for capital and profits;
- C. To pay debts owing to members in respect to capital; and
- D. To pay debts owing to members in respect to profits.

XV WITHDRAWAL OF MEMBER BY SALE

Any member who shall be desirous of selling their share and interest in the Company shall give the right of first refusal to purchase said share and interest at the same price as being offered by a bona fide and qualified buyer.

All members electing to purchase (other than the selling member), and having the right to purchase, may purchase that percentage of share(s) being sold. The number of shares that can be purchased is calculated by dividing the member's respective percentage of the Company by the total percentage of shares of all members electing to purchase.

The unanimous consent of all members is required for a member to sell their share to a non-member or for an assignee of a member's share to become a member.

XVI DEATH OF A MEMBER

In the event of the death of a member, then the deceased's heir or heirs shall be entitled to succeed to the economic share and interest of the deceased member. This provision, however, is subject to the controlling state(s) and/or Court Rules(s) of the specific state's treatment of an heir's succeeding to the economic share and interest in a professional organization of the deceased member. The Company may, upon unanimous consent of the remaining members, as soon as practicable, provide a document by which the remaining members personally affirm and accept all the terms, conditions and provisions of this Operating Agreement binding themselves to continue the same business in writing.

XVII DISTRIBUTION

Prior to dissolution and at least annually as income has been received by the Company, accounts determined and tax returns filed, the members shall determine funds available for distribution. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warrant requirements, if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangements made for performance of such services as

may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

XVIII CAPITAL ACCOUNTS – INCOME AND CREDITS OF A MEMBER

The Company is required to maintain for each member a capital account which reflects that member's separate distributive share, whether or not distributed, of each class or items of Company income, gain, loss, deduction, or credit described in IRS sections 702 and 704. If it is determined that a member's allocation of income, gain, loss, deduction, or credit does not have substantial economic effect then his distributive share of such income, gain, loss, deduction, or credit shall be determined in accordance with his interest in the entity. Any special allocations of income, gain, loss or deduction for each member are to be specified in an exhibit to this Operating Agreement. Upon liquidation, members must restore any deficits in offset provisions of the IRS Code that specifically allocates later income to members with negative capital accounts.

XIX AMENDMENT OF OPERATING AGREEMENT

This Operating Agreement may be altered, amended or repealed and a new Operating Agreement may be adopted only by a 100% vote of the membership at any annual, regular or special meeting of the members.

XX VIOLATION OF THIS OPERATING AGREEMENT

Any member who shall violate any of the terms, conditions, and provisions of this Operating Agreement shall keep and save harmless the Company property and shall also indemnify the other members from any and all claims, demands and actions of every kind and

nature whatsoever which may arise out of or by such violation of any terms and conditions of this Operating Agreement.

**XXI
COUNTERPARTS**

This Operating Agreement may be executed with counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for each party to have executed at least one, but not necessarily the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective this 29 day of September, 2023.

SIGNED:
LEE'S AUTOBODY REFINISHING, LLC

BY: 
Seth Lee, Member