

**Commonwealth of Kentucky**  
**Alison Lundergan Grimes, Secretary of State**

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**Articles of Organization**  
**Limited Liability Company**

**KLC**

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

**Article I:** The name of the company is

**Chelsey Nelson Photography LLC**

**Article II:** The street address of the company's initial registered office in Kentucky is

**9301 Dayflower Street, Prospect, KY 40059**

and the name of the initial registered agent at that address is **GSRA, LLC c/o Aaron J. Silletto**

**Article III:** The mailing address of the company's initial principal office is

**3044 Bardstown Road, #206, Louisville, KY 40205**

**Article IV:** The limited liability company is to be managed by **Members**

Executed by the Organizer on Friday, October 11, 2019

Name of Organizer: **Chelsey Nelson**

Signature of individual signing on behalf of Organizer:  
**Chelsey Nelson**

I, **GSRA, LLC c/o Aaron J. Silletto**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Aaron Silletto

## OPERATING AGREEMENT FOR MEMBER-MANAGED CHELSEY NELSON PHOTOGRAPHY LLC

### INTRODUCTION

This Operating Agreement is made on October 31, 2019, between Chelsey Nelson Photography LLC, a Kentucky limited-liability company (the “Company”) and Chelsey Nelson, the sole member (the “Owner”), and any future members (individually, a “Member” and collectively, the “Members”), who agree as follows:

### ARTICLE I. FORMATION

1.1. Articles of Organization: The Company has been organized as a Kentucky Limited Liability Company under and pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275 (the “Act”), by delivering the Articles of Organization (the “Articles”) to the office of the Secretary of State for filing as required by the Act.

1.2. Name: The name of the Company is Chelsey Nelson Photography LLC. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

1.3. Registered Office and Registered Agent: The Registered Office and Registered Agent of the Company will be as designated in the initial Articles. The Registered Office and/or Registered Agent may be changed by the Members. Any such change will be made in accordance with the Act. If the Registered Agent resigns, the Company will promptly appoint a successor.

1.4. Principal Office: The Principal Office will be as designated in the initial Articles. The location of the Principal Office may be changed by the Members.

### ARTICLE II. PURPOSE

2.1. Business Purpose: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.2. Additional Purpose: The Company is a for-profit limited liability company that tells positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy. The Company is owned solely by the Owner, who is a Christian photographer and who operates the business in accordance with her religious and artistic beliefs as a means to glorify and honor God.

2.3. Beliefs, Purposes, and Practices: The Company affirms the following Beliefs, Purposes, and Practices:

- a) The Owner believes she must glorify God and follow God’s commands with her thoughts, deeds, and talents.

- b) The Owner believes that God is sovereign over her whole life, and that she must live her life consistent with her faith. Therefore, the Owner tries to operate the Company in accordance with her faith, including by reaching business decisions which are consistent with biblical principles. Specifically, the Company seeks to love God, love its neighbor, and share God's truth and beauty in what it does, says, creates, and in how it serves its customers with love, excellence, and honesty.
- c) The Owner believes that God created humanity in His image. The Owner also believes that God was the first creator, artist, and storyteller, and so she reflects Him when she uses her God-given skills to tell positive stories about God and His creation. Because God's creation is good and can point us to Him (Romans 1:19-20), God calls us to focus on what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy around us (Philippians 4:8). In light of these beliefs, the Company exists for this purpose: to tell Philippians 4:8 stories—positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy.
- d) Based on these beliefs, the Company must create stories and use its platforms to positively depict that which is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy, as defined by the Owner's religious beliefs. The Company cannot create or convey anything that contradicts these things or that otherwise violate its artistic and religious beliefs.
- e) As a result, the Company's policy and established practice is to decline any request that violates its artistic and religious beliefs regardless of who makes that request or the requestor's sex, race, religion, sexual orientation, or any other status. For example, the Company will decline any request for photographing, editing, or blogging that promotes messages, events, services, actions, products, or organizations that demean other people, devalue God's creation, condone racism, sexually objectify someone, celebrate pornography, praise vulgarity, promote any marriage besides marriage between one man and one woman (such as same-sex marriage or open marriage), or otherwise contradict biblical principles.
- f) The Owner of the Company will adhere to the above artistic and religious principles even if doing so effects the Company's profit.

### **ARTICLE III. BOOKS, RECORDS, AND ACCOUNTING**

**3.1. Books and Records:** The Company's books and records shall be maintained on that method of accounting selected by the Members. The Company will maintain at its Principal Office, or at some other location chosen by the Members, the Company records required to be maintained under the Act.

**3.2. Fiscal Year; Accounting:** The Company's fiscal year will be the calendar year. The particular accounting methods and principles to be followed by the Company will be selected by the Members from time to time.

3.3. Reports: The Members will provide reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members to the Members in the time, manner and form as the Members determine.

**ARTICLE IV. MEMBERS**

4.1 Members: The Member of the Company is the party who has signed this Operating Agreement.

4.2 Additional Members: Additional Members may be admitted upon the consent of all Members and a determination of the capital contributions of such additional Members.

4.3 Withdrawing: Members may withdraw from the Company upon three months’ written notice to each of the other Members.

4.4 Cessation of Membership: A Member shall disassociate from and cease to be a member of the Company pursuant to the Act.

**ARTICLE V. CONTRIBUTIONS AND MEMBERSHIP INTERESTS**

5.1. Initial Capital Contributions: The names of each initial Member, their capital contributions, and percentage interests are as follows:

Name	Capital Contribution (total of \$100.00)	Percent Interest
Chelsey Nelson	\$100.00	100%

5.2. Additional Capital Contributions: The initial Member shall not be required to make capital contributions in addition to those described above. If a majority of the Members determine at any time, or from time to time, that the Company requires additional Capital Contributions, then each Member shall contribute such additional Capital Contribution to the Company in accordance with the terms agreed upon by a majority of the Members.

5.3. Capital Accounts: A separate capital account shall be maintained for all Members in accordance with the Internal Revenue Code section 704(b) and applicable regulations. It is the specific intent of the Members that all adjustments as may be required pursuant to Internal Revenue Code section 704(b), and any restrictions thereunder, be made, to cause the allocations prescribed hereunder to be respected for tax purposes.

5.4. Members’ Interest: Members’ distributive share of income, gain, loss, deduction, credit, or allowance of the company for any period of year shall be determined according to the Members’ percentage membership interest as it exists at the time of determination.

**ARTICLE VI. ALLOCATIONS AND DISTRIBUTIONS**

6.1 Allocations and Distributions: All items of the Company’s income, gain, loss, deduction, credit, or the like will be allocated among the Members in accordance with their respective percentage interests.

6.2 Distributions of Cash or Assets: Distributions of cash or other assets may be made to the Members from time to time. All distributions will be made to the Members in accordance with their respective percentage interests.

#### **ARTICLE VII. ASSIGNMENT OF MEMBERSHIP INTERESTS**

7.1. Right of First Refusal: A Member desiring to sell, assign, or otherwise transfer any part or all of a membership interest shall first offer the interest to other Members on the same terms and conditions. If the Members do not accept the offer within thirty (30) days, the Member may offer the interest to an outside transferee.

7.2. Assignment of Membership Interest: The assignee or transferee of a membership interest, however such interest is acquired, does not become a member of the Company by reason of such assignment or transfer, and is not entitled to exercise any management or voting rights in the Company, but is entitled only to distributions and allocations of profits, losses, gains, deductions, credits, or similar items to which the Member whose interest is assigned or transferred would have been entitled.

7.3. Substitute Members: The assignee or transferee of a membership interest may be substituted for the assigning or transferring member and become a Member only upon the written consent of all the other Members. If admitted, the substitute Member has, to the extent assigned, all the rights and powers, and is subject to all of the restrictions and liabilities of a Member.

#### **ARTICLE VIII. VOTING; MEMBERS MEETINGS**

8.1. Voting: Except to the extent provided to the contrary in this Operating Agreement, all Members will be entitled to vote on the following: (1) amending the Operating Agreement; (2) authorizing a Member to do any act on behalf of the Company that contravenes the Operating Agreement; (3) amending the Articles; (4) merging or converting the Company or approving a sale of all or substantially all of its assets; (5) admitting a new Member, including the assignee of a Member, as a Member; (6) removing a member after the assignment of all assignable interest in the Company; (7) waiving an agreement to contribute to the Company; (8) approving the voluntary dissolution of the Company; (9) approving any acting contravention of the Operating Agreement; and (10) any matter submitted to a vote of the Members.

8.2. Required Vote: Unless a greater vote is required by the Act or the Articles, the affirmative vote, approval, or consent of a majority-in-interest of the Members is required.

8.3. Meetings: So long as the Company has only one member, the Company is not required to hold any meetings of the Member. If the Company has two (2) or more Members, an annual meeting of Members for the transaction of business as may properly come before the Members will be held at a place, date, and time as determined by the Members. Special meetings may be held at the call of any Member.

8.4. Notice of Meetings: Written notice of the annual and any special meeting shall state the purpose of the meeting and shall be sent to the Members by ordinary mail at least seven (7) days

before the meeting. If all Members meet and consent to the meeting, the meeting is valid without call or notice.

8.5. Quorum: At any meeting of the Members, a quorum consists of Members owning a majority of the membership interests, appearing in person or by proxy. If a quorum is present, the affirmative vote of the Members owning a majority of the membership interests represented at the meeting constitutes the act of the Members. Proxies shall be filed with the Company at or prior to the meeting.

8.6. Unanimous Written Consent: The Members may act without a meeting, provided all Members entitled to vote on a matter executes a written consent describing the action taken and such consents are filed with the Company.

8.7. Voting by Proxy: A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment instrument either personally or by the Member's attorney-in-fact.

8.8. Meeting Participation: A Member may participate in a meeting by means of telephone conference or similar equipment.

#### **ARTICLE IX. MANAGEMENT OF THE COMPANY**

9.1. Management: The Company will be managed by its Members. Subject to the delegation of rights and powers provided in this Operating Agreement, the Members will have the sole right to manage, direct, and control the business of the Company and shall have the power to do all things necessary or convenient to carry out its business and affairs.

9.2. Powers and Duties: The Members shall have all powers and rights necessary to do any and all lawful acts appropriate to the company's business and affairs. In addition, and without limitation of the Members' powers, the Members are authorized to: (1) enter into contracts on behalf of the Company; (2) hold and manage in the Company's name real and personal property belonging to the Company; (3) execute documents on behalf of the Company; (4) obtain insurance against liability or protecting the Company's property or business against loss; (5) invest and reinvest funds of the Company; (6) maintain reserves for payment of expenses of the Company; and (7) employ and compensate attorneys, accountants, property managers, and other persons.

#### **ARTICLE X. STANDARD OF CONDUCT; LIABILITY; INDEMNIFICATION**

10.1. Conduct: A Member owes the Company and its other members a duty of loyalty and a duty of care. The duty of loyalty is limited to: (1) accounting to the Company and holding as trustee for it, any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's business; (2) refraining from dealing with the Company as or on behalf of a party having an interest adverse to the Company; and (3) refraining from competing with the Company. The duty of care is limited to refraining from engaging in wanton or reckless conduct. A Member will discharge his or her duties consistently with the obligation of good faith and fair dealing.

10.2. Liability of Members: Members shall not have any liability for any obligations or liabilities of the Company except to the extent provided in the Act.

10.3. Indemnification: The Company may indemnify any member, manager, partner, officer, employee, or other person against litigation expenses, including attorney fees, judgments, fines, and amounts paid in settlement, to the extent and under the conditions permitted by KRS 275.180(2), if the person met the standard of conduct set forth above.

- a) To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, such person will be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit, or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, will be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct. That determination will be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding.
- b) No indemnification will be provided to any Member, employee, or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

## **ARTICLE XI. DURATION; DISSOLUTION**

11.1. Effective Date and Duration: This Operating Agreement is the first effective Operating Agreement and shall take effect on the day it is signed. The Company shall have perpetual existence until dissolved pursuant to the Act.

11.2. Dissolution: The Company will be dissolved and have its affairs wound up and terminated upon the unanimous determination of the Members to dissolve the company, or upon the occurrence of any other event causing a dissolution of the Company pursuant to the Act.

11.3. Winding Up: Upon dissolution, the Company will cease carrying on its business and affairs and will commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company will be distributed first to creditors to the extent permitted by law in satisfaction of the Company's debts, liabilities, and obligations, and second to Members and former Members in satisfaction of liabilities for distributions and in accordance with their percentage interests.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

12.1. Entire Agreement: This Operating Agreement embodies the entire agreement and understanding among the Members with respect to the subject matter within. This Operating

Agreement supersedes any and all other agreements, either oral or written, among the Members with respect to the subject matter within.

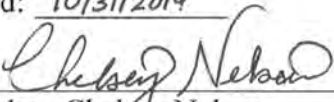
12.2. Severance: Every provision of this Operating Agreement is intended to be severable. The invalidity or illegality of any particular provision of this Operating Agreement will not affect the other provisions, and this Operating Agreement will be construed in all respects as if such invalid or illegal provisions were omitted.

12.3. Amendments and Revocations: This Operating Agreement may be amended or revoked at any time by the unanimous written consent of the Members.

12.4. State Law: This Operating Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. The venue for all civil actions to enforce any part of this Operating Agreement, or to resolve any dispute between the Members concerning the business affairs of the Company, shall be the state or federal courts of Jefferson County, Kentucky.

THE UNDERSIGNED, being all the Members of Chelsey Nelson Photography LLC evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

Dated: 10/31/2019

  
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Member, Chelsey Nelson