

**ELEKTRA INC.**  
**ARTICLES OF INCORPORATION**

The undersigned, the incorporator ("Incorporator") of Elektra Inc. (the "Corporation"), pursuant to the provisions of the Kentucky Business Corporation Act (the "Act"), KRS 271B.1-10 et seq., as it may be amended from time to time, executes the following Articles of Incorporation:

ARTICLE I

Name and Address

The name of the Corporation is Elektra Inc. The mailing address of the Corporation's principal office is 100 Michigan Ct., Elizabethtown, KY 42701.

ARTICLE II

Incorporators

The name and post office address of the Incorporator of the Corporation is Jamie W. McGloin-King PLLC, 939 Eastern Parkway, Louisville, KY 40217.

ARTICLE III

Registered Office and Agent

The street address of the Registered Office of the Corporation is 212 N. 2nd Street, Suite 100, Richmond, KY 40475, and the name of the Corporation's Registered Agent at that office is Northwest Registered Agent, LLC.

ARTICLE IV

Authorized Shares

Section 4.1. Number of Shares. The total number of shares which the Corporation is to have authority to issue is one hundred and thirty thousand (130,000) shares, which shall be divided into two (2) classes of shares to be designated as "Common Stock" and "Preferred Stock," respectively, as follows:

- (a) Ninety thousand (90,000) shares of Common Stock, and
- (b) Forty thousand (40,000) shares of Preferred Stock.

The class of shares designated as Common Stock shall be divided into two (2) series of shares to be designated as "Nonvoting Common Stock" and "Voting Common Stock," respectively, as follows:

- (a) Twenty thousand (20,000) shares of Nonvoting Common Stock with par value of one one-hundredth of one cent (\$0.001) per share; and
- (b) Seventy thousand (70,000) shares of Voting Common Stock with par value of one one-hundredth of one cent (\$0.001) per share.

Section 4.2. Terms of Shares of Common Stock. Other than voting rights, the relative rights, preferences and restrictions granted to or imposed upon each and every share of Voting Common Stock and Nonvoting Common Stock, and upon their respective holders, shall be identical. Included in the foregoing, but not in limitation thereof, is the right of holders of both Voting Common Stock and Nonvoting Common Stock (a) to receive dividends, on an equal per-share basis, irrespective of the division of the class of Common Stock into series, when and as dividends are declared by the Board of Directors out of funds of the Corporation legally available for the payments of dividends, after all dividends accrued on all series of Preferred Stock entitled to preferential dividends shall have been paid or declared and set apart for payment; and (b) to receive the net assets of the Corporation upon dissolution. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the assets of the Corporation legally available for distribution to holders of the Common Stock of the Corporation shall be distributed *pro rata* to such holders of the Common Stock, irrespective of the division of the class of Common Stock into series, in proportion to the number of shares of Common Stock held by them. Notwithstanding the first sentence of this Section 4.2, the holders of shares of Voting Common Stock shall be subject to the terms and conditions of any shareholder agreement (the "Shareholder Agreement") entered into by between and among the Company and all holders of shares of Voting Common Stock or Preferred Stock and their spouses, if any.

Section 4.3. Terms of Shares of Preferred Stock. The Board of Directors of the Corporation, by resolutions adopted from time to time, may create one or more series of the Preferred Stock and may determine, in whole or in part, the preferences, limitations, restrictions and relative voting and other rights of each series of the Preferred Stock before the issuance of shares of that series. The holders of shares of Preferred Stock shall be subject to the terms and conditions of any investor rights agreement (the "Investor Rights Agreement") entered into by, between, and among the Company and all holders of shares of the Common Stock or the Preferred Stock of the Company, and to the terms and conditions of any Shareholder Agreement entered into by between and among the Company and all holders of shares of Voting Common Stock and Preferred Stock and their spouses, if any.

Section 4.4. Voting Rights.

(a) Voting Common Stock. Except as otherwise provided by law, the holders of the outstanding shares of Voting Common Stock shall have and possess the exclusive right to vote on all matters presented to shareholders, including without limitation questions of merger, consolidation, and the sale of all or substantially all of the assets of the Corporation; and each holder of Voting Common Stock shall be entitled to one (1) vote for each share of Voting Common Stock registered in such holder's name on the books of the Corporation.

(b) Nonvoting Common Stock. Except as otherwise provided by law and by Section 7.3(d) of Article VII, the holders of the outstanding shares of Nonvoting Common Stock shall have no voting rights.

(c) Share Dividends. Shares of one class of the Corporation's capital stock may be issued as a share dividend in respective shares of the same or another class of the Corporation's stock.

Section 4.5. Restriction on Issue and Transfer of Capital Stock. The shares of the Common Stock and the Preferred Stock of the Corporation may be subject to share transfer restrictions as defined by the Corporation Bylaws or any Shareholder Agreement that is in effect at the time of transfer.

## ARTICLE V Management

Section 5.1. The Corporation shall have a board of directors (“Board of Directors”) consisting of one (1) or more individuals, where the number of individuals is specified in or fixed in accordance with the Bylaws.

Section 5.2. Initial Directors. If the Company has not yet issued shares, and if the Board of Directors has not yet been selected, then the Incorporators shall hold an organizational meeting at the call of a majority of the Incorporators to elect an initial Board of Directors who shall complete the organization of the corporation. The initial Directors shall serve until Directors are elected at the first annual shareholders' meeting.

Section 5.3. Election of Directors at Annual Meetings of Shareholders. Directors shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter. Procedures for the election of Directors, for the removal of Directors, and for filling vacancies on the Board of Directors shall be governed by the Shareholder Agreement entered into by, between, and among the Company and all holders of shares of the Voting Common Stock or the Preferred Stock of the Company and their spouses, if any. To the extent that such procedures in the Shareholder Agreement conflict with such procedures in the Bylaws of the Company, the procedures in the Shareholder Agreement shall prevail.

## ARTICLE VI Provisions for Regulation of Business and Conduct of Affairs of the Corporation

Section 6.1. Initial Bylaws. If the Company has not yet issued shares, the Corporation's Bylaws shall be made by the Board of Directors.

Section 6.2. Bylaws. The shareholders, by 70% vote of outstanding shares of Voting Common Stock, shall have the power to alter, amend, repeal, or replace the Bylaws of the Corporation. The Board of Directors shall also have the power to alter, amend, repeal, or replace the Bylaws of the Corporation.

Section 6.3. Powers of Shareholders. In addition to the powers and the authority granted by these Articles of Incorporation, by the Bylaws, or by statute expressly conferred in Directors, the shareholders of the Corporation are hereby authorized to exercise all powers and to do all acts and things as may be exercised or done under the laws of the state of Kentucky by a corporation organized and existing under the provisions of the Act, or any successor law, as then in effect and applicable to the Corporation and not specifically prohibited or limited by these Articles of Incorporation or by the Bylaws.

Section 6.4. Indemnification of Shareholders, Officers, and Directors.

(a) Definitions. For purposes of this Section 6.4, the following terms shall have the following meanings:

(i) "Corporation" includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(ii) "Director" means an individual who is or was a director of the Corporation or an individual, while a director of the Corporation, who is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A Director shall be considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a Director.

(iii) "Expenses" include counsel fees.

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

(v) "Official Capacity" means:

(A) When used with respect to a Director, the office of Director in the Corporation; and

(B) When used with respect to an individual other than a Director, as contemplated in Section 6.4(e) below, the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation.

"Official Capacity" shall not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

(vi) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

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

(b) Authority to Indemnify.

(i) Subject to Section 6.4(d) below, the Corporation shall indemnify an individual made a Party to a Proceeding because he is or was a Director against liability incurred in the Proceeding if:

(A) He conducted himself in good faith; and

(B) He honestly believed:

(1) In the case of conduct in his Official Capacity with the Corporation, that his conduct was in its best interests; and

(2) In all other cases, that his conduct was at least not opposed to its best interests; and

(C) In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(ii) A Director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of the plan shall be conduct that satisfies the requirement of subsection (b)(i)(B)(s) of this section.

(iii) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not be, of itself, determinative that the Director did not meet the standard of conduct described in this section.

(iv) The Corporation shall not indemnify a Director under this section:

(A) In connection with a Proceeding by or in the right of the Corporation in which the Director was adjudged liable to the corporation; or

(B) In connection with any other Proceeding charging improper personal benefit to him, whether or not involving action in his Official Capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(v) Indemnification permitted under this section in connection with a Proceeding by or in the right of the Corporation shall be limited to reasonable Expenses incurred in connection with the Proceeding.

(c) Advancement of Expenses.

(i) The Corporation shall pay for or reimburse the reasonable Expenses incurred by a Director who is a Party to a Proceeding in advance of final disposition of the Proceeding if:

(A) The Director furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 6.4(b) above;

(B) The Director furnishes the Corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct; and

(C) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 6.4.

(ii) The undertaking required by subsection (c)(i)(B) of this section shall be an unlimited general obligation of the Director but shall not be required to be secured and may be accepted without reference to financial ability to make repayment.

(iii) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 6.4(d) below.

(d) Determination and Authorization of Indemnification.

(i) The Corporation shall not indemnify a Director under Section 6.4(b) above unless authorized in the specific case after a determination has been made that indemnification of the Director is permissible in the circumstances because he has met the standard of conduct set forth in Section 6.4(b) above. Notwithstanding the foregoing, a Director who was wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a Party because he is or was a Director of the Corporation shall be deemed to have met the standard of conduct set forth in Section 6.4(b) above.

(ii) The determination shall be made:

(A) By the Board of Directors by majority vote of a quorum consisting of Directors not at the time Parties to the Proceeding;

(B) If a quorum cannot be obtained under subsection (2)(a) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are Parties may participate), consisting solely of two (2) or more Directors not at the time Parties to the Proceeding;

(C) By special legal counsel:

1. Selected by the Board of Directors or its committee in the manner prescribed in subsection (d)(ii)(A) and (B) of this section; or

2. If a quorum of the Board of Directors cannot be obtained under subsection (d)(ii)(A) of this section and a committee cannot be designated under subsection (d)(ii)(A) of this section, selected by majority vote of the full Board of Directors (in which selection Directors who are parties may participate); or

(d) By the shareholders, but shares owned by or voted under the control of Directors who are at the time Parties to the Proceeding shall not be voted on the determination.

(iii) Authorization of indemnification and evaluation as to reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of Expenses shall be made by those entitled under subsection (d)(ii)(C) of this section to select counsel.

(e) Indemnification of Officers, Employees, and Agents.

(i) Notwithstanding the first sentence of Section 6.4(d)(i), an officer, employee, or agent of the Corporation who is not a Director who was wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a Party because he is or was a Director of the Corporation shall be deemed to have met the standard of conduct set forth in Section 6.4(b) above; and

(ii) The Corporation may indemnify and advance expenses under this Section 6.4 to an officer, employee, or agent of the Corporation who is not a Director to the same extent as to a Director.

(f) Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Corporation, or who, while a Director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a Director, officer, manager, partner, trustee, employee, or agent of another entity, or of an employee benefit plan or other enterprise, against liability asserted against or incurred in that capacity or arising from the status as a Director, officer, manager, employee, or agent, whether or not the Corporation would have power to indemnify against the same liability under Section 6.4(b) above.

(g) Application of this Section; Successors.

(i) The indemnification and advancement of expenses provided by, or granted pursuant to this Section 6.4 shall not be deemed exclusive of any other rights to which an individual seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested Directors, or otherwise, both as to action in his Official Capacity and as to action in another capacity while holding such office.

(ii) This Section 6.4 shall not limit the Corporation's power to pay or reimburse Expenses incurred by an individual in connection with his appearance as a witness at a Proceeding at a time when he has not been made a named defendant or responded to the Proceeding.

(iii) The indemnification rights provided by this Section 6.4 shall inure to the benefit of the heirs, executors and administrators of the persons eligible for indemnification hereunder.

(iv) No amendment to or repeal of this Section 6.4 shall apply to or have any effect on any right or protection hereunder of any person accruing prior to the effective date of such amendment or repeal.

Section 6.5. Limitation of Liability. To the fullest extent permitted by law, no current or former Director of the Corporation shall be personally liable to the Corporation or to any of its shareholders for monetary damages for breach of fiduciary duty as a Director. No amendment to or repeal of this Section 6.5 shall apply to or have any effect on the liability or alleged liability of any current or former Director for, or with respect to, any acts or omissions of such Director occurring prior to the effective date of such amendment or repeal. Notwithstanding the foregoing, the

limitation of the liability of any current or former Director of the Corporation provided by this section shall not eliminate or limit the liability of such Director:

(a) For any transaction in which the Director's personal financial interest is in conflict with the financial interests of the Corporation or its shareholders;

(a) For acts or omissions not in good faith or which involve intentional misconduct or are known to the Director to be a violation of law;

(a) For any vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330 of the Act; or

(a) For any transaction from which the Director derived an improper personal benefit.

## ARTICLE VII

### Amendment of Articles of Incorporation

#### Section 7.1. Amendments by Board of Directors Without Shareholder Action.

(a) Limited Amendments. The corporation's Board of Directors may adopt one (1) or more amendments to the Corporation's Articles of Incorporation without shareholder action to:

(i) delete the name and address of the initial Registered Agent or Registered Office, if a statement of change is on file with the Kentucky Secretary of State (the "Secretary of State");

(ii) change each issued and unissued authorized share of an outstanding class into a greater number of whole shares if the corporation has only shares of that class outstanding;

(iii) change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", "co.", or "ltd.", for a similar word or abbreviation in the name, or by adding, deleting, or changing a geographical attribution for the name;

(iv) stipulate, in whole or in part, the preferences, limitations, and relative rights, within the limits set forth in KRS 271B.6-010 of the Act, of:

(A) Any class of shares before the issuance of any shares of that class; or

(B) One (1) or more series within a class before the issuance of any shares of that series.

(vii) make any of the following changes to a class or series of shares created under Section 7.1(a)(vi) above:

(A) Increase the number of shares of a series but not above the total number of authorized and unissued shares of the class;



(B) Decrease the number of shares of a series but not below the number of shares of the series then issued and outstanding;

(C) Amend the designation, preferences, limitations, or relative rights of the shares of a class or series if no shares of the class or series are then issued or outstanding; or

(D) Eliminate the designation of, and all references to, a series from the articles of incorporation if no shares of the series are then issued and outstanding; or

(v) make any other change expressly permitted by the Act to be made without shareholder action.

(b) Amendments If No Shares Have Been Issued. If the Corporation has not yet issued shares, its Incorporators or Board of Directors may adopt one (1) or more amendments to the Corporation's Articles of Incorporation.

Section 7.2. Proposal of Amendment for Submission to Shareholders; Procedure for Adoption

(a) Proposed Amendments. The Corporation's Board of Directors may propose one (1) or more amendments to the Articles of Incorporation for submission to the shareholders.

(b) Adoption of Amendments. For the amendment to be adopted:

(i) the Board of Directors shall recommend the amendment to the shareholders unless the Board of Directors determines that because of conflict of interest or other special circumstances it should make no recommendation and communicates the basis for its determination to the shareholders with the amendment; and

(ii) the shareholders entitled to vote on the amendment shall approve the amendment as provided in subsection (e) of this section.

(c) Basis. The Board of Directors may condition its submission of the proposed amendment on any basis.

(d) Notice. The Corporation shall notify each shareholder, whether or not entitled to vote, of the proposed shareholders' meeting in accordance with KRS 271B.7-050 of the Act. The notice of meeting must also state that the purpose, or one (1) of the purposes, of the meeting is to consider the proposed amendment and must contain or be accompanied by a copy or summary of the amendment.

(e) Voting Requirement. Unless the Act or the Board of Directors (acting under subsection (c) of this section) require a greater vote or a vote by voting groups, the amendment to be adopted must be approved by:

(i) a majority of the votes entitled to be cast on the amendment by any voting group with respect to which the amendment would create dissenters' rights; and

(ii) the votes required by KRS 271B.7-250 and 271B.7-260 of the Act by every other voting group entitled to vote on the amendment.

Section 7.3. Voting on Amendments by Voting Groups.

(a) Separate Voting Group. The holders of the outstanding shares of a class shall be entitled to vote as a separate voting group (if shareholder voting is otherwise required by the Act) on a proposed amendment if the amendment would:

(i) increase or decrease the aggregate number of authorized shares of the class;

(ii) effect an exchange or reclassification of all or part of the shares of the class into shares of another class;

(iii) effect an exchange or reclassification, or create the right of exchange, of all or part of the shares of another class into shares of the class;

(iv) change the designation, rights, preferences, or limitations of all or part of the shares of the class;

(v) change the shares of all or part of the class into a different number of shares of the same class;

(vi) create a new class of shares having rights or preferences with respect to distributions or to dissolution that are prior, superior, or substantially equal to the shares of the class;

(vii) increase the rights, preferences, or number of authorized shares of any class that, after giving effect to the amendment, have rights or preferences with respect to distributions or to dissolution that are prior, superior, or substantially equal to the shares of the class;

(viii) limit or deny an existing preemptive right of all or part of the shares of the class; or

(ix) cancel or otherwise affect rights to distributions or dividends that have accumulated but not yet been declared on all or part of the shares of the class.

(b) Separate Voting Series. If a proposed amendment would affect a series of a class of shares in one (1) or more of the ways described in subsection (a) of this section, the shares of that series are entitled to vote as a separate voting group on the proposed amendment.

(c) Separate Voting Group of Series. If a proposed amendment that entitles two (2) or more series of shares to vote as separate voting groups under this section would affect those two (2) or more series in the same or a substantially similar way, the shares of all the series so affected shall vote together as a single voting group on the proposed amendment.

(d) Inalienable Voting Rights. A class or series of shares is entitled to the voting rights granted by this section although the Articles of Incorporation provide that the shares are nonvoting shares.

Section 7.4. Filing Articles of Amendment.

(a) Filing Requirements. The Corporation, after amending its Articles of Incorporation, shall deliver to the Secretary of State for filing Articles of Amendment setting forth:

(i) the name of the Corporation;

(ii) the text of each amendment adopted, including the designation of any class or series of stock subject to the amendment, if any;

(iii) if an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself;

(iv) the date of each amendment's adoption;

(v) if an amendment was adopted by the Incorporators or Board of Directors without shareholder action, a statement to that effect and that shareholder action was not required;

(vi) if an amendment was approved by the shareholders:

(A) the designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and number of votes of each voting group indisputably represented at the meeting;

(B) either the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment or the total number of undisputed votes cast for the amendment by each voting group and a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

(b) Filing with County. If the Corporation files with the Secretary of State an amendment of its Articles of Incorporation, or a statement of change of its principal office address, or a statement of change of its Registered Office or Registered Agent or both, it shall, after the amendment has become effective, file for record with the county clerk of the county in which the Corporation maintains its Registered Office an exact or conformed copy of such amendment or statement of change.

Section 7.5. Restated Articles of Incorporation.

(a) Restatement by Board. The Corporation's Board of Directors may restate its Articles of Incorporation at any time with or without shareholder action.

(b) Restatement May Include Amendments. The restatement may include one (1) or more amendments to the Articles. If the restatement includes an amendment requiring shareholder approval, it must be adopted as provided in Section 7.2 of this Article VII.

(c) Notification of Shareholders. If the Board of Directors submits a restatement for shareholder action, the Corporation shall notify each shareholder, whether or not entitled to vote, of the proposed shareholders' meeting in accordance with KRS 271B.7-050 of the Act. The notice shall also state that the purpose, or one (1) of the purposes, of the meeting is to consider the proposed restatement and must contain or be accompanied by a copy of the restatement that identifies any amendment or other change it would make in the articles.

(d) Filing. The Corporation after restating its Articles of Incorporation shall deliver to the Secretary of State for filing Articles of Restatement setting forth the name of the Corporation and the text of the restated Articles of Incorporation together with a certificate setting forth:

(i) whether the restatement contains an amendment to the Articles requiring shareholder approval and, if it does not, that the Board of Directors adopted the restatement; or

(ii) if the restatement contains an amendment to the Articles requiring shareholder approval, the information required by Section 7.4 of this Article VII.

(e) Supersession. Restated articles of incorporation supersede the original articles of incorporation and all amendments to them when the restated articles of incorporation become effective pursuant to KRS 14A.2-070 of the Act.

#### ARTICLE VIII Preemptive Rights

The Corporation elects to have preemptive rights, but only as described in the Investor Rights Agreement entered into by, between, and among the Company and all holders of shares of the Common Stock or the Preferred Stock of the Company and in the Shareholder Agreement entered into by, between, and among the Company and all holders of shares of the Voting Common Stock or the Preferred Stock of the Company and their spouses, if any. To the extent that the principles governing preemptive rights described in the Investor Rights Agreement and the Shareholder Agreement conflict with the principles governing preemptive rights described in the Bylaws of the Company, the principles governing preemptive rights described in the Investor Rights Agreement and the Shareholder Agreement shall prevail.

#### ARTICLE IX Miscellaneous

Section 9.1. Headings. The headings, captions, and section titles in these Articles of Incorporation have been inserted solely for ease of reference and are not intended to define, construe, describe, or limit the scope or intent of the terms, covenants, or restrictions of these Articles of Incorporation.

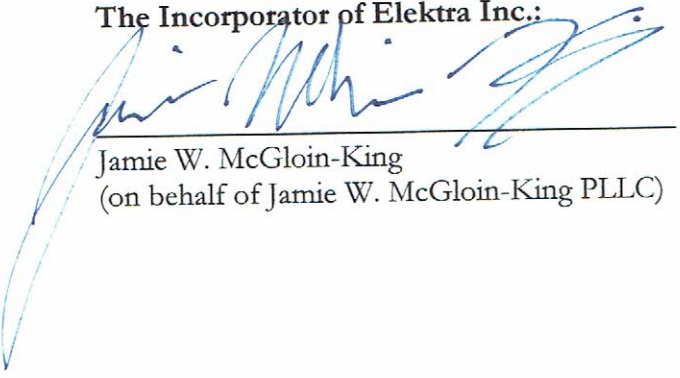
Section 9.2. Certain References. Whenever in these Articles of Incorporation a singular word is used, it shall also include the plural wherever required by the context and vice versa. All references in these Articles of Incorporation to the neuter, masculine, or feminine shall mean or apply to the appropriate gender wherever required by the context of these Articles of Incorporation or to properly identify the appropriate persons or parties.

ARTICLE X  
Effective Date

These Articles of Incorporation shall be effective upon the filing date assigned to these Articles of Incorporation by the Secretary of State.

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed, signed and acknowledged by the undersigned as of the date shown below.

**The Incorporator of Elektra Inc.:**

  
\_\_\_\_\_  
Jamie W. McGloin-King  
(on behalf of Jamie W. McGloin-King PLLC)

2/1/2017  
Date



**COMMONWEALTH OF KENTUCKY**  
**ALISON LUNDERGAN GRIMES, SECRETARY OF STATE**

**Division of Business Filings**  
**Business Filings**  
 PO Box 718  
 Frankfort, KY 40602  
 (502) 564-3490  
 www.sos.ky.gov

Statement of Consent of Registered Agent  
 (Domestic or Foreign Business Entity)

CRA

Pursuant to the provisions of KRS 14A and KRS Chapter 271B, 273, 274, 275, 362 or 386, the undersigned applicant consents to act as registered agent on behalf of the business entity named below and, for that purpose, submits the following statements:

1. The business entity is  a corporation (KRS 271B, KRS 273 or KRS 274)  
 a limited liability company (KRS 275)  
 a limited partnership (KRS 362)  
 a limited liability partnership (KRS 362)  
 a business trust (KRS 386)

2. The name of the business entity is \_\_\_\_\_.

3. The state or country of incorporation, organization or formation is \_\_\_\_\_.


4. The name of the initial registered agent is NORTHWEST REGISTERED AGENT LLC.

5. The street address of the registered office address in Kentucky is:

<u>212 N. 2nd Street, STE 100</u>	<u>Richmond</u>	<u>KY</u>	<u>40475</u>
<b>Street Address (No Post Office Box Numbers)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

6. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is \_\_\_\_\_.  
 (Delayed effective date and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

	<u>Tom Glover</u>	<u>Manager</u>
<b>Signature of Registered Agent</b>	<b>Printed Name</b>	<b>Title</b>

**FILING INSTRUCTIONS  
STATEMENT OF CONSENT REGISTERED AGENT**

**DOCUMENT DELIVERY**

All documents will be sent to the return address on the outer envelope. If no address is found, the documents will be sent to the principal office. If the applicant wishes for correspondence from the Office of the Secretary of State to be sent to someone other than those above, a request must be submitted in writing affirming that request. All other communication and notification shall follow the process prescribed in Kentucky Revised Statute.

**WHO MAY SIGN**

The document must be signed by an individual meeting one of the following requirements:

- If the registered agent is an individual resident of this state, the individual must sign statement.
- If registered agent is a corporation, an officer or the chairman of the board of directors must sign on behalf of the corporation.
- If the registered agent is a limited liability company and management of the company vested in one or more managers, a manager must sign on behalf of the limited liability company. If management of the company is vested in its members, a member must sign.
- If the registered agent is a limited partnership, a general partner must sign on behalf the limited partnership.
- If the registered agent is a limited liability partnership the statement shall be executed a partner or other person authorized by chapter 362.
- The representative signing the statement of consent on behalf of the business entity acting as agent must designate the title or the capacity in which he or she signs.

**PRINCIPAL OFFICE ADDRESS**

The principal office is the office (in or out of this state) so designated in writing with the Office of the Secretary of State where the principal designated office of the business entity is located. This address is where all correspondence from the Office of the Secretary of State (See Document Delivery) will be mailed.

**NUMBER OF COPIES**

If filing via mail or in person, one exact or conformed copy of the documents with the filing fee must be submitted to the address below. To make a copy of the filing for delivery to the local county clerk's office, visit [www.sos.ky.gov](http://www.sos.ky.gov) and print a copy from the organization search tool.

**EFFECTIVE DATE AND TIME**

The document will be effective on the date and time of filing, unless a delayed effective date and/or time is specified. A delayed effective date may not be later than the 90<sup>th</sup> day after the date of filing.

**FILING FEE**

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