

# Articles of Organization of the Mockingbird Ventures, LLC

## A Kentucky Limited Liability Company

### Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the Commonwealth of Kentucky by delivering these Articles of Organization in duplicate to the Secretary of State of the Commonwealth of Kentucky, in accordance with Kentucky Limited Liability Company Act (the *Act*).

### Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

Mockingbird Ventures, LLC

### Section 1.03 Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the Commonwealth of Kentucky, unless dissolved according to law.

### Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

### Section 1.05 Company Mailing Address

The Company's mailing address is:

P.O. Box 141  
Eastwood, Kentucky 40018

### Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is TPWL Services, LLC and the original registered address is as follows:

2301 Terra Crossing Boulevard,  
Suite 201  
Louisville, Kentucky 40245

### **Section 1.07 Registered Agent Consent**

TPWL Services, LLC, a Kentucky limited liability company and resident of Kentucky, accept the appointment as Registered Agent of Mockingbird Ventures, LLC, a Kentucky Limited Liability Company. The undersigned understands its responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if it resigns or if the registered office address changes from the addresses stated above.

Dated: June 7, 2021.

  
James T. Traughber, Manager, TPWL Services,  
LLC, Registered Agent

### **Section 1.08 Organizer's Name and Address**

TPWL Services, LLC, 2301 Terra Crossing Boulevard, Suite 201, Louisville,  
Kentucky 40245

### **Section 1.09 Additional Contributions**

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

### **Section 1.10 Additional Members**

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

### **Section 1.11 Business Continuation**

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Managers of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Managers fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

### **Section 1.12 Operating Agreement and Authority**

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth

in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

**Section 1.13      Management**

The Company's Managers will manage the Company's business. The Managers have exclusive authority to act for the Company in all matters. The initial manager, authorities and duties of the Managers are set forth in the Operating Agreement.

**Section 1.14      Indemnification and Liability**

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

**Section 1.15      Transferability of Interest**

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on June 7, 2021

  
James T. Traughber, Manager, TPWL Services,  
LLC, Organizer