



banking and insurance, but including any and all purposes now and hereafter permitted by law to a limited liability company. Specifically, the Company, Springview Consulting LLC shall operate to perform coaching work as well as contracting and construction work related to, but not limited to, handyman services and/or property management.

#### **Article VII**

The Members, Joel Christian and Martha Christian, shall make initial capital contributions and subsequent contributions as set forth in the Operating Agreement of the Company.

#### **Article VIII**

Additional Members may be admitted at such times and on such terms and conditions as set forth in the Operating Agreement of the Company.

#### **Article IX**

The Company shall indemnify an individual as follows and as may be provided in the Operating Agreement of the Company, if any:

- 1) The Company shall indemnify any individual made a party to a proceeding because of their position as a Member, Manager, Officer, Organizer, Employee or Agent of the Company against any liability if incurred in the proceeding if:
  - a. They acted in good faith;
  - b. They reasonably believed that the conduct was in, or at least not opposed to, the Company's best interest; and
  - c. In the case of any criminal proceeding, they had no reasonable cause to believe the conduct was unlawful.
- 2) Indemnification shall also be provided for a Member's conduct with respect to an employee benefit plan if the individual reasonably believed the conduct to be in the interest of the participants in, and beneficiaries of, such plan.

3) The company shall pay for or reimburse the reasonable expenses incurred by a Member, manager, officer, organizer, employee or agent of the Company who is party to a proceeding in advance of final disposition of the proceeding if:

- a. The individual furnishes the Company a written affirmation fo the good faith belief that the standard of conduct described herein has been met;
- b. The individual furnishes the Company a written undertaking executed personally, or on his or her behalf, to repay the advance if it is ultimately determined that the individual did not meet the standards of conduct; and
- c. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

The undertaking required by this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make payment.

4) The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any Member, manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, vote of disinterested Members or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

5) In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for any time expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or arising on the account enforcing the indemnification

right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

**Article X**

This Application will be effective upon filing with the Kentucky Secretary of State's Office.

I, Christopher Whitfield, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct, this 21<sup>st</sup> day of May, 2024.

  
CHRISTOPHER WHITFIELD  
Incorporator

Pursuant to KRS §14A.4-010, the undersigned, Joel Christian, hereby consents to act as registered agent on behalf of the Corporation, Springview Consulting LLC on this 21<sup>st</sup> day of May, 2024.

  
JOEL CHRISTIAN