Articles of Organization of the The Daingne Group, LLC

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Michael G. Adams Kentucky Secretary of State Received and Filed: 6/4/2024 12:34 PM Fee Receipt: \$40.00

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:

The Daingne Group, 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 Principal Place of Business

The Company's principal place of business is:

36 Evergreen Court Taylorsville, Kentucky 40071

Section 1.06 Registered Agent and Registered Office

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

2301 Terra Crossing Boulevard, Suite 201 Louisville, Kentucky 40245

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Section 1.07 **Registered Agent Consent**

TPWL Services, LLC, a Kentucky limited liability company and resident of Kentucky, accepts the appointment as Registered Agent of The Daingne Group, LLC, a Kentucky Limited Liability Company. I understand that my 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 I resign or if the registered office address changes from the addresses stated above.

Dated: May 24, 2024.

ames 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.

Additional Members Section 1.10

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.

Business Continuation Section 1.11

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

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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 names, addresses, 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 May 24, 2024

Organizer:

James T. Traughber, Manager

TPWL Services, LLC