

# **Articles Of Organization Of Ryne Salyer Insurance Agency, LLC**

The undersigned executes these Articles of Organization for the purpose of forming, and does hereby form, a limited liability company under the laws of the Commonwealth of Kentucky in accordance with the following provisions:

## **ARTICLE I**

### **Name**

The name of the limited liability company is Ryne Salyer Insurance Agency, LLC (hereinafter called the "LLC").

## **ARTICLE II**

### **Purposes and Powers**

The LLC shall have the authority to act for any lawful purpose and engage in any lawful business. Furthermore, the LLC shall have all the powers conferred upon a limited liability company organized under the provisions of the Kentucky Limited Liability Company Act (codified at KRS 275.001 et seq.) and shall have all powers necessary, proper, convenient or desirable in order to fulfill and further the purposes of the LLC.

## **ARTICLE III**

### **Initial Registered Office, Registered Agent, And Principal Office**

The street address of the initial registered office of the LLC in the Commonwealth of Kentucky is 2609 Preston Highway, Louisville, Kentucky 40217.

The initial registered agent at that address is Ryne A. Salyer.

The mailing address of the initial principal office of the LLC in the Commonwealth of Kentucky is 2609 Preston Highway, Louisville, Kentucky 40217.

## **ARTICLE IV**

### **Management**

The affairs of the LLC are to be managed by a single manager, subject to the provisions of its operating agreement. The initial manager shall be Ryne A. Salyer. The LLC's initial manager shall be entitled to be paid remuneration for services performed for the LLC.

## **ARTICLE V**

### **Dissolution**

The LLC has no specific date of dissolution and shall continue in existence until dissolved by its members in accordance with provisions of its operating agreement, or otherwise as provided by law, and its affairs wound up.

**ARTICLE VI**  
**Liability Of Persons**

An organizer, member, manager, agent, employee or representative of the LLC is not personally liable for the debts, obligations, or liability of the LLC, of any kind or nature, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent, employee or representative of the LLC.

The LLC shall indemnify an organizer, member, or manager for judgments, settlements, penalties, fines, or expenses, including reasonable attorney's fees, incurred in a proceeding to which a person is a party because the person is or was an organizer, member or manager of the LLC, provided that the organizer, member or manager acted in good faith and for what he or she honestly and reasonably believed was in the best interests of the LLC. The LLC may indemnify any other persons for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was an agent, employee, representative, or otherwise involved with the LLC.

Except in an action brought by the LLC to enforce a statutory right of the LLC against a manager or member or alleging or concerning a violation of the person's duties to the LLC or its members, the LLC shall advance, subject to approval by the LLC's manager and to the person's repayment obligation in the event the LLC is not obligated to indemnify the person, the costs, including reasonable attorney's fees, of a person who is or was an organizer, member or manager of the LLC who is named, or threatened to be named, to a proceeding because the person is or was an organizer, member or manager of the LLC or acted with respect to the LLC or the LLC's business in any capacity or context.

The operating agreement of the Company may provide additional indemnification rights.

Any repeal or modification of this Article VI by the LLC shall not adversely affect any right or protection of a person hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

**ARTICLE VII**  
**Amendment**

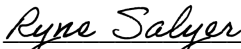
These Articles of Organization may only be amended by the affirmative vote, approval, or consent of all of the LLC's members.

EXECUTED AND ACKNOWLEDGED by the undersigned as the LLC's organizer, this \_\_\_\_th day of March, 2017, on behalf of the parties who will be this LLC's member(s) and manager(s).

  
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Ryne A. Salyer, Organizer

**CONSENT OF REGISTERED AGENT**

I, Ryne A. Salyer, being an individual who has an address in Kentucky at 2609 Preston Highway, Louisville, Kentucky 40217, hereby consent to serve as the initial registered agent for Ryne Salyer Insurance Agency, LLC, as of this 1st day of March, 2017.

  
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Ryne A. Salyer, Initial Registered Agent