

**ARTICLES OF ORGANIZATION  
OF  
REPS WITH KELLY, LLC**

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**Michael G. Adams**  
**Kentucky Secretary of State**  
Received and Filed:  
3/20/2023 3:59 PM  
Fee Receipt: \$40.00

The undersigned hereby forms and organizes a limited liability company pursuant to the Kentucky Limited Liability Company Act and adopts the following Articles of Organization of such limited liability company.

**ARTICLE I  
NAME OF LIMITED LIABILITY COMPANY**

The name of the limited liability company is **REPS WITH KELLY, LLC** (herein the "Company").

**ARTICLE II  
REGISTERED OFFICE AND AGENT**

The street and mailing address of the Company's initial registered office in the State of Kentucky is as follows: 3047 Pleasant Springs Road, Carlisle, Kentucky 40311. The name of the Company's initial registered agent at the initial registered office is as follows: Lawrence E. Goodwin, Jr.

**ARTICLE III  
PRINCIPAL OFFICE**

The mailing address of the Company's initial principal office is as follows: 3047 Pleasant Springs Road, Carlisle, Kentucky 40311.

**ARTICLE IV  
MANAGEMENT**

The Company is to be managed by its member or members.

**ARTICLE V  
DURATION**

The duration of the Company shall be perpetual, save and until its dissolution in accord with the Kentucky Limited Liability Company Act and the operating agreement of the Company.

**ARTICLE VI  
LIABILITIES**

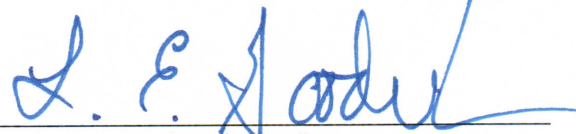
To the fullest extent permitted by Kentucky law, no member, manager, organizer, officer, agent or employee of the Company shall be personally liable for the debts, obligations, or

liabilities of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, organizer, officer, agent or employee of the Company.

## ARTICLE VII INDEMNIFICATION

To the fullest extent permitted by Kentucky law, each member, manager, organizer, officer, agent or employee of the Company shall be indemnified by the Company to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, trustee, officer, committee member, or employee or arising out of such person's status, work, actions or inactions as a member, director, trustee, officer, committee member, or employee; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the Company the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the members) in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Company of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. This right of indemnification shall also provide that the members, managing members, managers, officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Furthermore, the officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Company, and the Company shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any repeal or modification of this Article VII shall not affect any right or obligations then existing. If any indemnification payment required by this Article VII is not paid by the Company within sixty (60) days after a written claim has been received by the Company, the member, director, trustee, officer, committee member, or employee may at any time thereafter bring suit against the Company to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise. If this Article VII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated or by any other applicable law.

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Organization on the 20<sup>th</sup> day of March, 2023.

A handwritten signature in blue ink, appearing to read "L. E. Goodwin, Jr.", is written over a horizontal line.

Lawrence E. Goodwin, Jr.  
Organizer

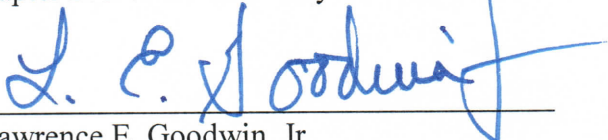
**CONSENT TO SERVE AS INITIAL REGISTERED AGENT**

The undersigned, Lawrence E. Goodwin, Jr., having been duly sworn, states as follows:

1. The undersigned recognizes that this day Articles of Organization for the organization of Reps with Kelly, LLC are being filed with the Secretary of State of the Commonwealth of Kentucky;

2. The undersigned recognizes that in said Articles of Organization the undersigned is named as the initial registered agent for Reps with Kelly, LLC; and

3. The undersigned herewith consents to serve in the capacity of initial registered agent for Reps with Kelly, LLC until such time as such appointment is terminated, or the initial registered agent resigns in accordance with Chapter 275 of the Kentucky Revised Statutes.

  
\_\_\_\_\_  
Lawrence E. Goodwin, Jr.

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing document was acknowledged before me this 20<sup>th</sup> day of March, 2023, by Lawrence E. Goodwin, Jr..

My Commission expires: 9/13/25.

  
\_\_\_\_\_  
NOTARY PUBLIC

Notary ID #: KYNP36843

