

AMENDMENT & RESTATED ARTICLES OF ORGANIZATION
of
AMC Properties, LLC

Michael G. Adams
Kentucky Secretary of State
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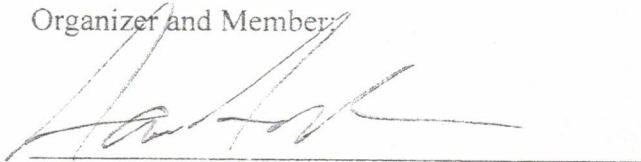
The undersigned, intending to form and create a Limited Liability Company, as defined in Chapter 275 of the Kentucky revised statutes, hereby states and certifies the following:

1. The name of the Limited Liability Company shall be **AMC Properties, LLC** (hereinafter "Company").
2. The duration of this Company shall be perpetual unless and until sooner dissolved in the manner and form as is provided by the laws of the Commonwealth of Kentucky.
3. The mailing address of the initial principal office of the company is 4840 KY 229, Barbourville, Kentucky 40906.
4. The registered office of the Company is 200 Knox Street, Barbourville, Kentucky 40906. The registered agent of the Company is Attorney Brandon West.
5. The Company is to be managed by its Members.
6. The Company members are **Douglas "Aaron" Frederick** and his spouse **Tara Ann Frederick**, **Mike Smith** and his spouse **Gina Smith**, and **Cory Smith** and his spouse **Whitney Smith**. Each member and his spouse shall have an equal (1/3) ownership interest in the Company.
7. The purpose for which this Company is organized shall be the transaction of any and all lawful business for which a limited liability company may be established under Chapter 275 of the Kentucky Revised Statutes, including but not limited to the purchase, leasing, and sale of real property.
8. Indemnification:
 - a. The Company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals by reason of the fact that he or she is or was a member, managing member, organizer or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in or at least not opposed to, the best interests of the Company, and with respect to any criminal action or proceeding, he or she has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or at least not opposed to, the best interests of the Company.

- b. The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more of the members of the Company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.
- c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

SUBSCRIBED this the 14th day of July, 2023.

Organizer and Member:



Douglas "Aaron" Frederick

STATE OF KENTUCKY

COUNTY OF KNOX

The foregoing instrument was subscribed and sworn to and before me this the 14th day of July, 2023, by Douglas "Aaron" Frederick, as Member and Organizer of AMC Properties, LLC.



Amanda Holbert

Notary Public

My Commission Expires Aug 10, 2026

The Registered Agent hereby consents to serve.

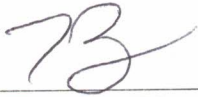


Hon. Brandon West, Registered Agent

7-14-23

Date

Prepared by:

A handwritten signature in black ink, appearing to be 'BW' or 'B. West', written over a horizontal line.

Hon. Brandon West
Attorney at Law
200 Knox Street
Barbourville, KY 40906
(606) 546-3811