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**Elaine N. Walker, Secretary of State**

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**ARTICLES OF ORGANIZATION  
OF  
FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C.**

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, LOUIS E. HILLENMEYER, III, does hereby form a Limited Liability Company ("Company") under the laws of the Commonwealth of Kentucky, and certifies as follows:

**ARTICLE I**

The name of the Limited Liability Company shall be "FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C."

**ARTICLE II**

The purpose for which the Limited Liability Company is organized is the transaction of any and all lawful business for which limited liability companies may be organized in the Commonwealth of Kentucky.

**ARTICLE III**

The name and address of the Limited Liability Company's initial registered office and the name of its initial registered agent at that office are:

FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C.  
LOUIS E. HILLENMEYER, III, Registered Agent  
466 Woodlake Way  
Lexington, Kentucky 40502

**ARTICLE IV**

The mailing address of the Limited Liability Company at its principal office is 466 Woodlake Way, Lexington, Kentucky 40502.

**ARTICLE V**

FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C., has one or more member(s) and shall be managed by its member(s).

**ARTICLE VI**

The duration of FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C., shall be perpetual, save and until its dissolution in accordance with the operating agreement of the limited liability company.

## ARTICLE VII

The undersigned, LOUIS E. HILLENMEYER, III, the initial registered agent of FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C., executes these articles of organization to comply with the organizational requirement and consents to serving as the registered agent for FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C.

## ARTICLE VIII 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 the best interest of the Company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, 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 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 of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand, to triplicate originals of the Articles of Organization, on this the 8 day of November, 2011.

  
LOUIS E. HILLENMEYER, III

CONSENT OF INITIAL AGENT FOR SERVICE OF PROCESS TO SERVE


I, LOUIS E. HILLENMEYER, III, having a principal place of business of 466 Woodlake Way, Lexington, Kentucky 40502, hereby agree and consent to serve as registered officer and agent for service of process of FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C.

  
LOUIS E. HILLENMEYER, III

Date: November - 8, 2011

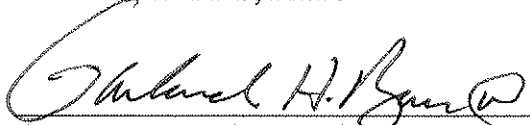
COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by LOUIS E. HILLENMEYER, III, as Organizer and Registered Agent, of FREEDOM ENTERPRISE OF LEXINGTON III, L.L.C., a Kentucky limited liability company, for and on behalf of said limited liability company on this 8th day of November, 2011.

  
NOTARY PUBLIC, STATE AT LARGE, KY  
My Commission Expires: 08/18/2012

THIS INSTRUMENT PREPARED BY:

MILLER, WELLS, PLLC

  
GARLAND H. "ANDY" BARR, IV  
300 East Main Street, Suite 360  
Lexington, Kentucky 40507