

**ARTICLES OF ORGANIZATION
OF
JANE ROBINSON, LLC
A Limited Liability Company**

The undersigned, herein designated as the Organizer and Initial Registered Agent for the limited liability company organized hereby and pursuant to and under Kentucky Revised Statutes Chapter 275 (herein the "Act"), adopts the following Articles of Organization for such limited liability company:

**ARTICLE I
NAME**

The name of the limited liability company is **JANE ROBINSON, LLC**.

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office and the name of the initial registered agent at that office for **JANE ROBINSON, LLC** is as follows:

Initial Registered Office is:

462 South Fourth Street
2200 Meidinger Tower
Louisville, Kentucky 40202-3485

Initial Registered Agent is D. Kevin Ryan. By signing below the Initial Registered Agent willingly accepts the duties and responsibilities as Registered Agent.

**ARTICLE III
PRINCIPAL OFFICE**

The mailing address of the initial principal office of **JANE ROBINSON, LLC** is c/o Kendahl C. DeZarn, 806 Rugby Place, Louisville, Kentucky, 40222.

**ARTICLE IV
MANAGEMENT**

JANE ROBINSON, LLC is to be managed by one or more managers pursuant to the terms of its Operating Agreement.

**ARTICLE V
DURATION**

The duration of **JANE ROBINSON, LLC** shall be perpetual.

ARTICLE VI
PURPOSE

The purpose for which **JANE ROBINSON, LLC** is organized is to engage in any and all lawful businesses for which limited liability companies may be organized under KRS Chapter 275, and to engage in any and all activities related or incidental thereto, including but not limited to ownership, development, management and leasing of commercial and residential real estate.

ARTICLE VII
INDEMNIFICATION OF MEMBERS AND MANAGERS

To the fullest extent permitted by, and in accordance with the provisions of, KRS Chapter 275, as the same exists or may hereafter be amended, **JANE ROBINSON, LLC** shall indemnify each member and manager of **JANE ROBINSON, LLC** against expenses (including attorney's fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such member or manager in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which any such member or manager is, or is threatened to be made, a party because any such member or manager is or was a member or manager of **JANE ROBINSON, LLC**, or is or was serving at the request of **JANE ROBINSON, LLC** as a member, manager, employee or agent of another domestic or foreign limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to any employee benefit plans. To the fullest extent authorized or permitted by, and in accordance with the provisions of, KRS Chapter 275, **JANE ROBINSON, LLC** shall pay or reimburse expenses (including attorney's fees) incurred by a member who is a party to any such proceeding in advance of final disposition of such proceeding.

The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office at **JANE ROBINSON, LLC**, and shall continue as to any person who has ceased to be a member, manager, employee, or agent of **JANE ROBINSON, LLC**, and shall inure to the benefit of the heirs, executors, and administrators of such person.

JANE ROBINSON, LLC may purchase and maintain insurance on behalf of any individual who is or was a member or manager of **JANE ROBINSON, LLC** or who, while a member of **JANE ROBINSON, LLC** is or was serving at the request of **JANE ROBINSON, LLC** as a member, manager, partner, officer, director, trustee, employee or agent of another foreign or domestic limited liability company, domestic or foreign corporation, partnership, joint venture, trust or other enterprise, against Liability asserted against or incurred by such member or manager in that capacity or arising from his or her status as a member or manager whether or not **JANE ROBINSON, LLC** would have power to indemnify such member or manager against the same Liability under the provisions of this Article VII or KRS Chapter 275.

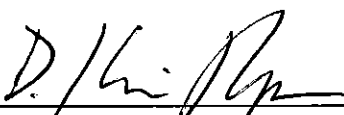
Any repeal or modification of this Article VII by **JANE ROBINSON, LLC** shall not adversely affect any right or protection of a member or manager of **JANE ROBINSON, LLC** under this Article VII with respect to any act or omission occurring prior to the time of such repeal or modification.

A member or manager of **JANE ROBINSON, LLC** shall not be personally liable to **JANE ROBINSON, LLC** for monetary damages for breach of such member's duties as a member, provided that this provision shall not eliminate or limit the liability of a member or manager for the following: (i) any transaction in which the member's or manager's personal financial interest is in conflict with the financial interests of **JANE ROBINSON, LLC** or its members or manager; (ii) acts or omissions not in good faith or which involve intentional misconduct or are known to the member or manager to be a violation of law; or (iii) any transaction from which the member or manager derived an improper personal benefit. This Article VII shall continue to be applicable with respect to any such breach of duty by a member or manager of **JANE ROBINSON, LLC**, as a member or manager, notwithstanding that such member or manager thereafter ceases to be a member or manager, and shall inure to the personal benefit of his or her heirs, executors, and administrators.

ARTICLE VIII **SEVERABILITY OF PROVISIONS**

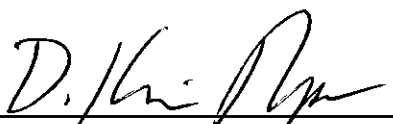
If any provision of these Articles of Organization or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of these Articles of Organization which can be given effect without the invalid provision or application, and to this end the provisions of these Articles of Organization are severable.

IN TESTIMONY WHEREOF, witness the signature of the Organizer and Initial Registered Agent, this 12th day of March, 2025.



D. KEVIN RYAN

THIS INSTRUMENT PREPARED BY:



D. KEVIN RYAN
SEILLER WATERMAN LLC
462 South Fourth Street
2200 Meidinger Tower
Louisville, Kentucky 40202-3485
(502) 584-7400